



Wednesday, September 07, 2011  
12:13:23 PM

पावती

Original  
नोंदणी 39 म.  
Regn. 39 M

गावाचे नाव मिरा

पावती क्र. : 8676

दस्तऐवजाचा अनुक्रमांक

टनन 10 - 08671 - 2011

दिनांक 07/09/2011

दस्ता ऐवजाचा प्रकार

करारनामा



सादर करणाराचे नाव: तानिया बॅनर्जी

नोंदणी फी

:- 30000.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),

:- 1480.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (74)

एकूण

रु.

31480.00

आपणास हा दस्त अंदाजे 12:28PM ह्या वेळेस मिळेल

सह दुय्यम निबंधक दुय्यम निबंधक  
दस्तावेज क्र. 10

बाजार मूल्य: 4480000 रु. मोबदला: 6892950 रु.  
भरलेले मुद्रांक शुल्क: 396200 रु.

देवळाचा प्रकार : डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: सिटीग्रनक्रेडीट को ऑप बँक लि. शाखा मिरारोड पु. ठाणे.;  
डीडी/धनाकर्ष क्रमांक: 402553; रक्कम: 30000 रु.; दिनांक: 05/09/2011

*Laxmi Banerjee*

REGISTRAR THANE-10

दस्त  
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व सं  
(7) दिनांक  
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(9) अनुक्र  
(10) बाजा  
(11) बाजा  
(12) शेरा





दस्तावेज क्रमांक व वर्ष: 8671/2011

Wednesday, September 07, 2011

6:19:30 PM

दुय्यम निबंधक: सह दु.नि.का-ठाणे 10

सूची क्र. दोन INDEX NO. II

नॉदणी 63 म.

Regn. 63 m.e.

गावाचे नाव : मिरा

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणा देतो की पट्टेदार ते नमूद करावे) मोबदला रु. 6,892,950.00  
वा.भा. रु. 4,480,000.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) सर्वे क्र.: 166/1 पै. वर्णन: मिरा-क्यु- 5/ 22, सदनिका क्र. 204/ 2 रा मजला,सरयु जांगीड कॉम्पलेक्स, मिरारोड पू,ठाणे.
- (3)क्षेत्रफळ (1)93.32चौ.मी. कारपेट
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) मे.जांगीड डेव्हा ये डायरेक्टर श्री पुरुषोत्तम लिलाराम जांगीड तर्फे कु मु म्हणून स्वप्नील ए घेलाणी - - घर/प्लॉट नं. -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेढ/वसाहत: -; शहर/गाव: मिरारोड पू; तालुका: -; पिन: -; पॅन नम्बर: -.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) तानिया बॅनर्जी - - घर/प्लॉट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेढ/वसाहत: -; शहर/गाव: अंधरी-मुं; तालुका: -; पिन: -; पॅन नम्बर: -.  
(2) प्रशांत कुमार तिवारी - - घर/प्लॉट नं: वरीलप्रमाणे; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेढ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.
- (7) दिनांक करून दिल्याचा 05/09/2011
- (8) नॉदणीचा 07/09/2011
- (9) अनुक्रमांक, खंड व पृष्ठ 8671 /2011
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 396179.50
- (11) बाजारभावाप्रमाणे नॉदणी रु 30000.00
- (12) सेरा

सह दुय्यम निबंधक ठाणे-१०









a] Originally i) Mr. Gangadhar Govind Bhoir, ii) Mr. Shantaram Govind Bhoir, iii) Mr. Leeladhar Govind Bhoir, iv) Mrs. Vithabai Govind Bhoir, Residing at Mire Village, Mira Road (E), Tal. & Dist. Thane, are the owners of the property bearing Old S. No. 166, New S. No. 37, Hissa No. 1A, Admeasuring 1160 sq.mtrs., or thereabouts, situate lying and being at revenue Village Mire, Mira Road (E), Tal. & Dist. Thane, Within the limits of Mira Bhayander Municipal Corporation (Hereinafter referred as MBMC), In the area of Registration District & Sub-District office of Bhayander /Mire/Thane and more particularly described in the **First Schedule** hereunder written (hereinafter called the said land). The 7/12 Extract of the said land is annexed herewith marked as Annexure - I.

b] By an Agreement Deed & Subsequent Power Of Attorney dated 31<sup>st</sup> May, 1990, the said owners agreed to transfer development rights of said land to M/s. Meera Developers Pvt. Ltd. as is where is basis. In their turn Meera Developers Pvt. Ltd. transferred the Development right of said land to M/s. Jangid Estate Pvt. Ltd. on as is where is basis. The Jangid Estate Pvt. Ltd. has taken sale permission from Tehsildar and deleted the name of kul by procuring the sale permission from Tehsildar Thane. After taking this permission for sale in their turn by an Agreement for development dated 13<sup>th</sup> April, 2007, the said M/s. Jangid Estate Pvt. Ltd., have agreed to grant development rights of the said land to their sister concern M/s. Jangid Developers Pvt. Ltd., on the terms & conditions entered therein, likewise have executed Power of Attorney in favour of M/s. Jangid Developers Pvt. Ltd., and their nominees to do all acts, deeds, matters and things on their behalf for development of the said land.

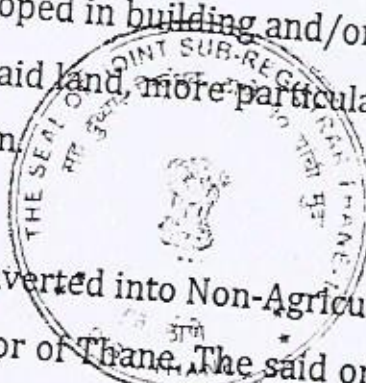


namely M/s. Jangid Developers as development partner bringing all the properties belonging to them. M/s. Jangid Developers is represented by its present partners 1) Mr. Leelaram Sagtaram Jangid, 2) Mr. Omprakash Leelaram Jangid, 3) Mr. Amrit Leelaram Jangid, have agreed for joint development of said land bearing Old S. No. 166, New S. No. 37, Hissa No. 1A, of revenue Village Mire, Mira Road (E), Tal. & Dist. Thane, alongwith other properties developed by M/s. Jangid Developers Pvt. Ltd., bearing a) Survey No. 172, Hissa No. 3 A (pt), b) Survey No. 172, Hissa No. 6, c) Survey No. 166, Hissa No. 1 (pt), d) Survey No. 172, Hissa No. 3D (pt), of revenue Village Mire, Mira Road (E) Tal. & District. Thane, owned by two owners in the firm's name & style as **M/s. Jangid Developers**, on the terms & conditions, mentioned therein, which is legal, valid & subsisting as on the execution of these presents.

d] In the premises above the Promoters are entitled to sell and/or allot and/or grant lease the premises and/or any other permissible structures in R.G. and/or premises and/or Shop and/or any other structure i.e. terrace, podium parking space, stilt parking space etc. if developed in building and/or in entire layout to be constructed on the said land, more particularly described in schedule hereunder written.

e] The said land has been converted into Non-Agricultural use by an order issued by the Collector of Thane. The said order is annexed herewith marked as Annexure - III and Mira-Bhayander Municipal Corporation has sanctioned plan for constructing the said buildings and issued Commencement Certificate for that, which is annexed herewith marked as Annexure - IV.

f] The Promoters have got sanctioned the plans for constructing building on the said land. The Floor plan of the premises is annexed herewith and



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and the Promoters will construct new Buildings on the said land after amalgamating the other lands owned by Developers with the said land in future in Group Housing Scheme of Mira Bhayander Municipal Corporation. The Allottee has agreed for the aforesaid amalgamation of land and given his/her/their consent for the same declaring that they will not take any objection for the further future new constructions of more Buildings taken out by the Developers on the said land. It is further agreed by the Allottee that due to this amalgamation the conveyance of the said property will not be given in the time limit described in law.

- g] The Promoters have entered into Agreement as prescribed by Council of Architects with the Architects. Shri. Ashok Samarth & Nakasha Architects registered with the Council of Architects and also appointed M/s. Desai and Associates as Structural Designers for preparing structural designs and drawings and specifications of the said building/s and the Allottee accepts the professional supervision of the said Architect and of the said structural Engineer or any such competent person or entity who may be substituted or replaced in their place by the Promoters till the completion of the said building/s;

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- h] As a result of the aforesaid, the Promoters are entitled to and enjoined upon to construct Building/s on the said land and/or allot and/or grant lease and/or hold any open land for their own use and/or residential premises / shops /commercial Premises, garages, terraces, hoarding spaces, office, any other permissible structure in R.G., nursing home, polyclinic, Restaurants. Hotels/Basement, Mobile Operating Tower and/or Antenna etc. all of which hereinafter for the sake of brevity and convenience referred to "the said premises" and reference to "Allottee and/or Premises Allottee" in this Agreement



- i] The Allottee has demanded from the Promoters and the Promoters have given inspection to the Allottee of all the documents of title relating to the said land, the plans, designs and specifications prepared by the Promoters' Architect Shri. Ashok Samarth & Nakasha Architects and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "MOFA") and the Rules made thereunder;
- j] A copy of the Title Certificate issued by the Advocate of Promoters Shri. R. R. Jollani is Annexed hereto and marked as Annexure - II which has been inspected personally by the Allottee and is satisfied with the same and has agreed not to raise any further requisition or any objection in relation thereto hereafter.
- k] While sanctioning the said plans for the said building/s, Mira-Bhayander Municipal Corporation (MBMC), Government, have laid down / may lay down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while constructing the said building/s and upon due observance and performance of which only the Occupation Certificate in respect of the said building/s shall be granted by the Mira Bhayander Municipal Corporation.
- l] The Allottee has applied to the Promoter for allotment to the Allottee One Premises / Bungalow / Duplex Premises / Raw House / Garage / Open Parking Space/Terrace/Covered Car Parking Space/Podium Parking Space Wall Hoarding / Hotel / Restaurant / School / Basement (Hereinafter referred as "said premises") No. 204 admeasuring 93.32 sq. meters carpet area approximately (which is inclusive of the area of the balconies) for the lumpsum consideration of Rs. 63,00,000/-

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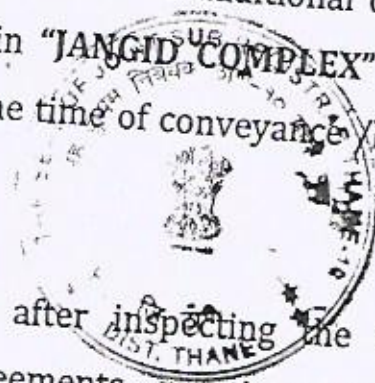


appurtenant to the premises and building, the nature, extent and description of the Limited and Common Area and facilities which are more particularly described in the Second Schedule hereunder written in Wing No. \_\_\_\_\_ on SECOND floor of the building namely "Saryu" (hereinafter referred to as "the said premises/building") located in "JANGID COMPLEX" in which premises is located, the plan of said premises is shown in hatched lines of the floor plan annexed hereto and marked as Annexure - VI.

m] The Allottee is allotted Podium parking / stilt car parking/open car parking/covered car parking space No \_\_\_\_\_ in compound/Stilt/Podium area of the said building/s.

n] The Allottee and/or the society and/or condominium and/or company and/or any common organization and/or federation of societies of the Allottee's shall not at any time including after or before conveyance / lease or such other document vesting the title is executed in favour the common organization, be entitled to any FSI/TDR/DRC/ exceeding the FSI that may be used and consumed in the said "JANGID COMPLEX" and/or building even FSI including TDR exceeding the same may be available for any reason whatsoever and/or any other FSI of any nature whatever FSI exceeding the FSI used and consumed in the said "JANGID COMPLEX" and that the Allottee and/or the society shall not be entitled to put up any further or additional construction on the said building and/or in "JANGID COMPLEX" exceeding the FSI consumed therein at the time of conveyance/lease or such other document;

o] Relying upon and/or after inspecting the said applications, declarations and agreements mentioned/contained in this agreement by the Allottee, the Promoters



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p] Prior to the execution of this Agreement, the Allottee has paid to the Promoters a sum of Rs. 100,000/- (Rupees ONE LAC Only) out of the total consideration price of the said Premises as Earnest Money Deposit (the payment and receipt whereof the Promoters do hereby admit and already acknowledged) towards the lumpsum consideration price and the Allottee has agreed to pay to the Promoters the balance of the said consideration price in the manner hereinafter appearing in the operative clause;

q] The parties hereto desire to enter into this Agreement.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The recitals, schedules and annexures contained herein above shall form an integral and operative part of this Agreement as if the same were set out and incorporated in verbatim;

2. The Promoters shall construct or cause to be constructed the said Buildings on the said land located in the project known as "Jangid Complex" (hereinafter referred to as "the said Building") in accordance with the plans, approved by the concerned local authority MBMC and which have been inspected and approved by the Allottee, and in future any variations, amendments, modifications revision, addition of floor and alterations as the Promoters may deem fit and/or as may be required by him and/or by the MBMC and/or the State and/or Central Government to be made in them or any of them Allottee hereby gives his/her/their irrevocable consent, power and authority to the Promoters to add, alter, vary or modify from time to time the

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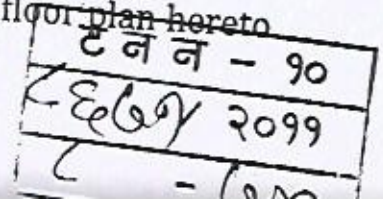
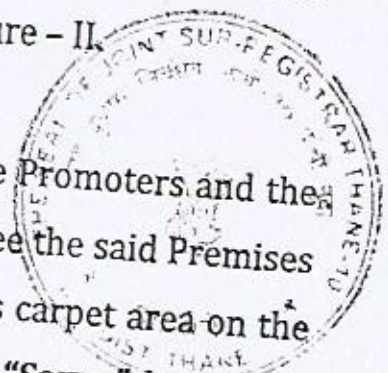


horizontally and/or vertically or otherwise howsoever subject to the sanction of the same by MBMC. No consent of the Allottee is required for any modification, variation of area or amendment of plan including for addition of floor in the said building/ premises constructed in future. In any case the R. G. area and/or open space will be reduced due to aforesaid change the Allottee will not take any objection and/or create any type of legal litigation for that.

3. Due to aforesaid unforeseen unavoidable modification and/or change if any dispute arises between the Promoters and the Allottee regarding the allotted area and/or price of the allotted premises then the Promoter will cancel the allotment of premises made to Allottee with immediate effect and the Allottee will willingly surrender his/her/their right of the allotment of the allotted premises immediately to promoter and reapply for the fresh allotment for the new premises to him/her/ them and/or Promoter will refund the amount received from Allottee & terminate this allotment of premises and re-allot it to any other Allottee whether the agreement executed between Promoter and Allottee is not cancelled due to any unforeseen circumstances. The title of the Promoters to the said land has accepted by Allottee as per the Certificate of Title issued by Shri. R. R. Jollani, Advocate which is annexed herewith marked as Annexure - II.

4. The Allottee hereby agrees to accept from the Promoters and the Promoters hereby agrees to allot to the Allottee the said Premises No. 204 admeasuring 93.32 sq. meters carpet area on the SECOND floor of the said building known as "Saryu" located in "JANGID COMPLEX" in Wing No. — (hereinafter referred to as "the said premises/building/s") shown in the floor plan hereto annexed and marked as Annexure- VI.

5. As recorded above the Allottee has on or before





whereof the Promoters doth hereby admit and already acknowledged)

6. The PAN Numbers of the parties are as follows:

<u>Name of the Party</u>	<u>PAN Number</u>
i) Promoters	
ii) Allottee	AAEFJ2010K

The Allottee hereby agrees to pay to the Promoters the balance amount of consideration price of Rs. 67,92,950/- (Rupees SIXTY SEVEN LACS NINETY TWO THOUSAND NINE HUNDRED FIFTY ONLY) in the following manner:

- a) Rs.                      /- on execution of Agreement  
b) Rs.                      /- on Completion of Piling.  
c) Rs.                      /- on casting of 1st Slab.  
d) Rs.                      /- on casting of 2nd Slab.  
e) Rs.                      /- on casting of 3rd Slab.  
f) Rs.                      /- on casting of 4th Slab.  
g) Rs.                      /- on casting of 5th Slab.  
h) Rs.                      /- on casting of 6th Slab.  
i) Rs.                      /- on casting of 7th Slab.  
j) Rs.                      /- on casting of 8th Slab.  
k) Rs.                      /- on casting of 9th Slab.  
l) Rs.                      /- on casting of 10th Slab.  
m) Rs.                      /- on casting of 11th Slab.  
n) Rs.                      /- on casting of 12th Slab.  
o) Rs.                      /- on casting of 13th Slab.  
p) Rs.                      /- on casting of 14th Slab.

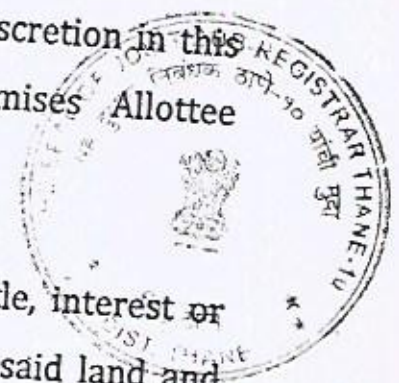


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- s) Rs. 206,789/- on commencement of plastering work  
t) Rs. 206,788/- within ten days from the date of oral and or written intimation by the Promoters to the Allottee that the premises is ready for use and occupation.

7. The percentage of the undivided interest of the Allottee in the common areas and facilities limited or otherwise pertaining the said premises shall be in proportion of the area of the said premises agreed to be allotted hereunder to the entire area of the premises in the said building, which is more particularly described in the Second Schedule hereunder written;
8. Without prejudice to the other rights and contentions of the Promoters and without waiver of any of the rights and contentions of the Promoters the premises Allottee agrees to pay to the Promoters interest at 21 % per annum on all the amounts which become due and payable by the premises Allottee to the Promoters under the terms of the Agreement from the date of the said amount is payable due by the Premises Allottee till the date of realization of the payment to the Promoters. The Promoters shall be entitled to demand above said interest from the Premises Allottee while accepting the delayed payment or at the time of offering possession of the said premises. Final discretion in this regard will be of promoters only. The premises Allottee irrevocably confirm the same.
- 9.1 The Allottee shall and/or have no share, right, title, interest or claim of any nature whatsoever into or upon the said land and said building and/or any area and/or common amenities and/or special facilities provided by promoters save and except in premises allotted to him/her/them.

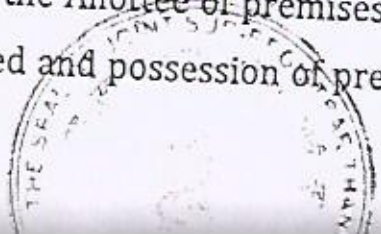


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of the building materials, labour charges. The Allottee hereby expressly agrees that in the event of ground costs of building and/or building materials and/or labour charges hereafter increases by more than 5% from the present rates, then the Allottee shall pay to the Promoters a further amount of the allotment price, equal to the increased cost due to aforesaid reasons above 5% from the present rates, then the Allottee shall pay to the Promoters a further amount of the allotment price, equal to the increased cost due to aforesaid reasons above 5% from the present rates as may be certified by the Promoter's Architect from time to time and such escalated price or prices shall be paid by the Allottee to the Promoter divided equally along with the unpaid balance of the installments of the consideration amount payable as aforesaid. The expression "consideration amount" or the "allotment price" or "balance of the allotment price" or "all the amount" or "full dues" wherever appearing in these presents shall deem to include such escalated price if any and till the Allottee pays to the Promoter the entire consideration amount inclusive of escalated price if any together with other payments and deposits mentioned herein, the Allottee shall not be entitled to take possession of the said premises.

- 9.3 The Allottee agrees to comply with all the terms and conditions raised or of any order scheme, permission, objection etc. that may have been granted or sanctioned and/or demanded and/or which may hereafter be granted or sanctioned or imposed by any authority statutory or otherwise including paying any charges, bearing expenses, making deposits, whether refundable or not, which should be paid by the Allottee of premises if the society of the said building is formed and possession of premises is handed over by promoter.



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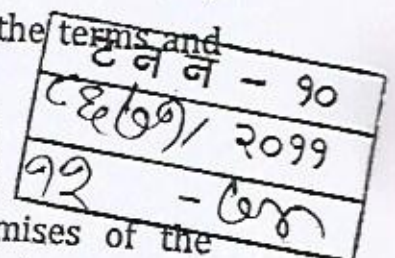
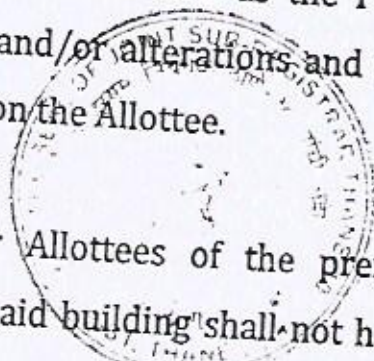


Promoters have absolute, clear and marketable title of the said land to enable them to convey it to the Society and/or any Common Organization of Allottee's and/or Federation of Societies such absolute clear and marketable title of the said land when the Promoter gets necessary permission as provided in Law from ULC Department authorities and/or from any other authority for the aforesaid conveyance and/or after completing construction of buildings on the said land.

9.5 The Allottee is aware that the Promoters are developing the entire land by constructing buildings under group housing scheme as recited above and shall also be entitled to use the balance open portion of the said land which is not availed for development so far and/or for any purpose in the event the authorities permit them to develop the same and/or permit them to utilise and/or to load the DRC/FSI for that.

9.6 The Promoters are desirous of allotting the premises and/or right, title and interest therein in building known as "Saryu" located at "JANGID COMPLEX" to the person desiring to accept allotment of the same and is entering into separate agreement for allotment thereof with various persons on similar terms and conditions as herein contained and/or with such modifications and/or alterations of the terms and conditions as the Promoters may desire. Such modifications and/or alterations and the terms and conditions shall be binding on the Allottee.

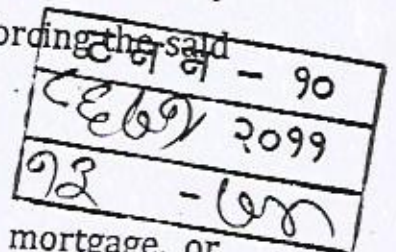
9.7 The Allottee and/or other Allottees of the premises of the remaining premises in the said building shall not have any right whatsoever to and shall not use and/or occupy the open space, the passage, the stilt portion, podium, Terrace, land appurtenant to said building or any portion hereof retained by the Promoters under these presents and/or agreed to be retained by the Promoters.





and/or Allottees of such premises are prevented from using and/or occupying such premises and/or their respective rights are in any manner affected or prejudiced or in jeopardy.

- 9.8 The Allottee covenants that the Allottee shall exercise his/her/their rights under these presents consistently with the right of the Promoter and/or other Allottees of Premises in the said building.
- 9.9 For all or any of purpose herein the Allottee hereby grants or shall be deemed to have been granted to the Promoter irrevocable consent to do all acts, deeds, things, matters to effectuate the scheme, terms, conditions and other provisions demanded and/or compelled by any authority relating to the said land and building and every part thereof as may be desired by the Promoter and to that end and intend the Allottee hereby irrevocably nominate, constitute and appoint the Promoter as the Allottee's true and lawful Attorney to do and perform all that may be found, requisite and/or desired to be done and/or performed by the Promoter in its discretion.
- 9.10 It is expressly made clear that ultimately Transfer Deed including the conveyance pursuant to this Agreement shall contain such provisions which shall be accordingly framed and the burden thereof shall be run with the land and shall be binding on all premises Allottees who are the holders of their respective premises comprising in the said building as Promoter may reasonably require for giving effect to and/or enforcing the said intentions, restrictions, covenants and stipulations.
- 9.11 The Promoter shall be at liberty to allot, assign, mortgage, or otherwise deal with or dispose of their right title and interest in the said land including the



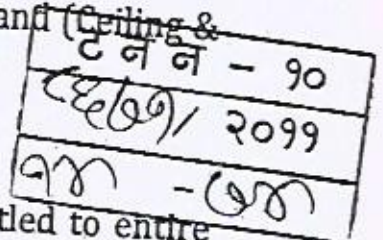
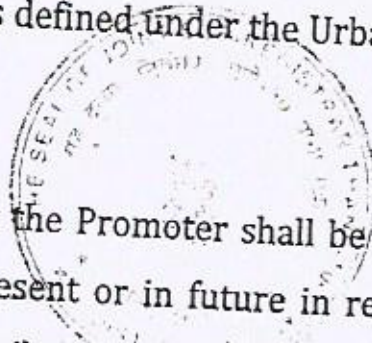


premises. The Allottee hereby grants his consent to the Promoter for raising loans from any persons or body or Financial Institution or any other authorities against the security of the said land and/or the premises comprised therein in any manner the Promoter deems fit including by way of First English Mortgage, Equitable Mortgage, Legal mortgage charge. However, it shall be the obligation of the Promoter to clear up such encumbrances if created prior to the conveyance of the said building in favour of the any aforesaid common organization of all Allottees/Societies/Federation of Jangid Complex and at the time of conveyance the Promoter shall indemnify and keep indemnifying against all claims of any nature whatsoever that may be made against him by virtue of any such encumbrances or burden created as aforesaid in the exercise of the power reserved by the Promoter under this clause and also in respect of claims remaining to be cleared, released and/or discharged.

10 (a) The premises Allottee is aware that the Promoters are developing entire land by constructing several buildings as recited above and the possession of the building will be handed over phase wise.

(b) The Premises Allottee has informed that he/she and/or his/her family members does not own a dwelling unit in Thane Urban Agglomeration as defined under the Urban Land (Ceiling & Regulations) Act, 1976.

11. The Allottee agrees that the Promoter shall be entitled to entire TDR/FSI available at present or in future in respect of the said land including the unavailed portion and/or reservation on the said land and that the Promoter shall execute or cause to be executed the conveyance in respect of all the buildings and structures only after all the structures being completed.

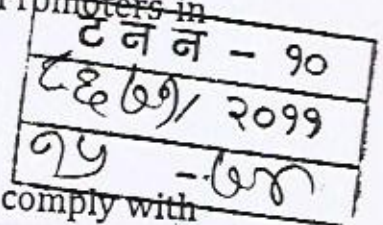
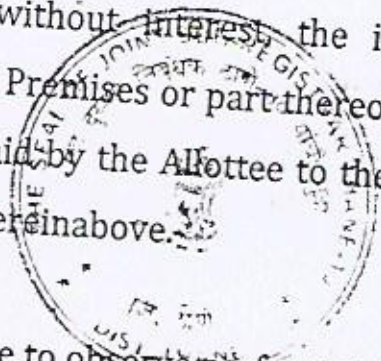




shall not be bound to convey the land in respect of building in piece meal.

12. On the Allottee committing default in payment on the date of any amount due and Payable by the Allottee to the Promoters under this Agreement (time being is essence of this agreement), including other outgoings and/or on the Allottee committing breach of any of the terms and conditions of this Agreement herein contained, the Promoters shall be entitled at their option, to terminate this Agreement. Provided always that the power of termination herein above contained shall not be exercised by the Promoters unless and until the Promoters shall have given to the Allottee fifteen days prior notice in writing (which shall be deemed to have been duly served to the Allottee, if sent by Registered A. D. or U.C.P. or Courier Services at the address of the Allottee recorded herein or last of such address that may have been recorded with the Promoters through written intimation of Promoters) of, its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which he intends to terminate this Agreement and that the default shall have been made to the Allottee in remedying such breaches within the said notice period of 15 days. Provided further that upon termination of this Agreement as aforesaid the Promoters may in its absolute discretion think fit and the Earnest Money Deposit paid by the Allottee to the Promoters shall stand forfeited and the Promoters shall in such an event be liable only to refund to the Allottee, without interest, the installments of allotment price of the said Premises or part thereof, if any, which may till then have been paid by the Allottee to the Promoters in accordance with clause 6 hereinabove.

13. The Promoters hereby agree to observe perform and comply with or cause to be observed, performed and complied with





time of sanctioning the said plans or thereafter and shall before handing over possession of the said Premises to the Allottee, obtain or cause to be obtained from the MBMC, the Occupation Certificate in respect of the said Premises. The Promoters may also obtain part Occupation Certificate as the Promoters may deem fit.

14. The Promoters have to the best of their knowledge and belief made full and true disclosure of the nature of their title to the said land. The Promoters, however, agree that before transferring and/or vesting the said Building/s in favour of the Society or any other incorporated body formed of acquirers of Premises in the said Building along with the land, underneath the building and the appurtenant thereto, is free from all encumbrances at the time of the execution of such document vesting the same (hereinafter such document/s referred to as the vesting document).
15. The Promoter alone will be entitled to all FSI/TDR including residual floor space index in respect of the said land and/or part or parts thereof and utilization of any further FSI including TDR, FSI on the said land as permissible under the D.C. Rules from time to time.
16. In the event of the Promoters acquiring Development Right Certificate (DRC) in respect of other land/properties and if same is permitted to be used on the said Building and/or land under the Development Control Regulation 1991 or amendment thereof, to make additional construction on the said building, the Promoters alone shall be entitled to carry out such additional construction on the said building vertically and/or horizontally and/or on the portion or portions of the said land and/or otherwise howsoever deal with and dispose off the flats, shops, terraces and other premises permissible under D.C. Rules.

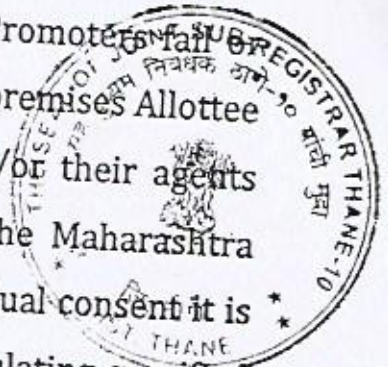
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the said Building and/or in the layout of the said land as it may desire for carrying out / causing to carry out such additional construction and the Allottee hereby irrevocably and expressly consents to the same. The Allottee consents, agrees and undertakes that he/she/they shall not raise any objection against the Promoters for making such additional construction on any ground whatsoever and also agrees and undertakes to extend all facilities to the Promoters for making such additional construction even after given occupation of the said Premises to him/their/them. The Allottee shall not be entitled to claim any rebate in price or any other advantage from the Promoters on the ground of the Promoters making additional construction or on any other ground whatsoever. If at the time of transfer and/or thereafter of the said Building in favour of any organization formed of Allottees of flats / shops in the said Building, any construction planned to be carried out by the Promoters on the Building has not been fully carried out, then in that event, the Promoters alone shall, notwithstanding anything to the contrary, be entitled to such construction and derive all advantages in respect of such construction including by selling flats/shops, terrace and other premises permissible under D.C. Rules in the said Building or otherwise howsoever.

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17. The Promoters will give possession of the said Premises to the Allottee on or before and/or after 6 months from DEC., 2011 without conveyance. If the Promoters fail to neglect to give possession of the premises to the premises Allottee on account of reason beyond their control and/or their agents control as per the provisions of section 8 of the Maharashtra Ownership Flat Acts Provided always that by mutual consent it is hereby agreed that the dispute whether the stipulating specified in Section 8 have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator by the





simple interest at Nine Percent per annum from the date of Promoters received the sum till the date the amounts and interest thereon is paid after deducting (i) Rs. 11001/- as service charges for cancellation, (ii) brokerage paid by Promoters, (iii) interest on the outstanding amount as per clause 8 and shall have no other right or claim against the Promoters except for such refund and interest occurred upon the refund amount. The premises Allottee agrees that sending of the said amount by cheque by the Promoters at the address given by the premises Allottee in these presents, whether the premises Allottee accepts or encash the cheque or not, will amount to refund of the amount so required to be refunded. PROVIDED THAT the Promoters shall be entitled to reasonable extension of time for giving delivery of premises on the aforesaid date, if the completion of building in which the premises is to be situated is delayed on account of following reason.

- (i) Non availability of Steel, cement, other building material, water or electric supply etc. etc.
- (ii) War, Civil commotion or act of God.
- (iii) Any notice, order, rules, notification of the Government and/or other public or competent authority.
- (iv) Non availability of civic facilities from Mira-Bhayander Municipal Corporation and Reliance Energy Ltd.
- (v) Any other force major cause, non receipt of Occupation Certificate from MBMC.



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17. (a) The Promoters shall be entitled to change the user of the



It is agreed by the Allottee that any liability about Sales Tax, A.T. or any other tax levied by the Government or any other authority will be borne by the Allottee, which will be over and above the consideration value.

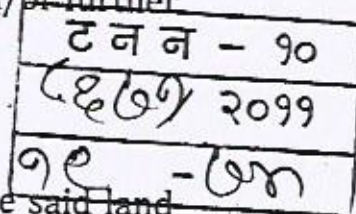
The Allottee hereby grants his/her/their irrevocable power, authority and consent to the Promoters and agrees following:

That even after the vesting document as may be permissible under law is executed, the Promoters alone shall be entitled to all in respect of the said land and/or portion or portions thereof whether available at present or in future including the balance, the additional FSI/TDR available under D. C. Regulations from time to time and/or by any special concession, modification of present Rules and Regulations granting FSI, FSI/TDR available in case of the road widening, set back, reservation, by way of transfer of Development Rights (TDR) from the said lands or acquired from other lands or otherwise howsoever.

That under no circumstances the Allottee and/or Society or any other common organization will be entitled to any FSI or use of land in respect of the same in any manner whatsoever provided that the Premises Allottee shall be entitled only to FSI consumed in for construction of the said Premises and/or further additional structure in building possessed by them.

That the Promoters shall be entitled to develop the said land and/or making additions in the said Building/s and/or by constructing additional buildings/floors/structures so as to avail the full FSI permissible at present or in future of the said land inclusive of staircase, lift, passage, open areas, by way of

on the said lands or acquired otherwise howsoever and



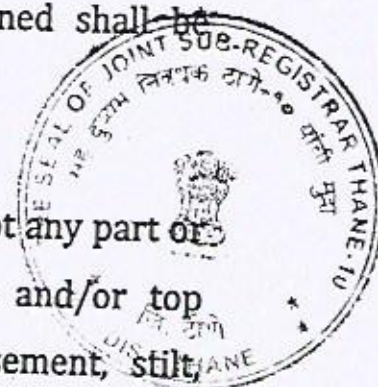
*Amrita Banerjee*

*Prashant Kumar Tiwary*



appropriating to themselves the entire consideration price proceeds thereof without the Allottee or other, acquires of the premises in said Building or Buildings and/or their common organization having any claim thereto or to any part thereof. The FSI of any nature whatsoever available at present or in future and further and/or additional construction shall always be the property of the Promoters who shall be at liberty to use, deal with, dispose of, allot, transfer etc. the same in any manner the Promoters chooses and deem fit. The Allottee agrees not to raise any objection and/or claim reduction in price and/or claim compensation and/or damages including on the ground of inconvenience and/or nuisance while putting up such additional construction mentioned above in this Agreement. The Promoters shall be entitled to consume such FSI by raising floor or floors on any structures including the said Building/s and/or putting additional structures and/or by way of extension of said Building/s and/or any structure. The document vesting the title of the said portion, vis-a-vis the said building, and transfer of rights and benefits of the Promoters as herein mentioned shall be subject inter alia to the aforesaid reservation.

That the Promoters alone shall be entitled to allot any part or portion of the said Building including the open and/or top terrace/s, walls or part of the said portion, basement, stilt, parking space, covered or otherwise, the open and/or Podium parking space including for use as Bank, Offices, shops, nursing home, Restaurant, Hotel, garden permissible structure, display of advertisements, school, hoardings, Permissible structure of R.G. /or on podium area of said building etc.



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Not to raise any objection or interfere with Promoter's rights

reserved hereunder and/or which may be available to them under

*Yamuna Banerjee*

*Prashant Kumar Tiwary*

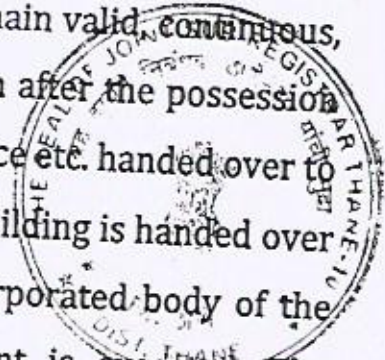


provisions of statute rules from time to time and Regulation. To bear and pay any increment in the price of building material, labour and other escalation due to the circumstances beyond the control of the Promoters as may be decided by the Promoters whose decision shall be final and binding on the premises Allottee.

(f) The Promoters shall be entitled to grant right of way from the existing internal road, D. P. Road or from open land of the said building to the adjacent properties to any third party as the Promoters may deem fit.

(g) To execute, if any further or other writings, documents, consents, etc. as required by the Promoters for carrying out the terms hereof and intentions of the parties hereto.

(h) To do all other acts, deeds, things and matters and sign and execute such papers, deeds, documents, writings, forms, applications, etc. at the costs and expenses of the Allottee which the Promoters in his absolute discretion deem fit for putting into complete effect the Provisions of this Agreement. The aforesaid consent, agreement and covenants shall remain valid, continuous, irrevocable, subsisting and in full force even after the possession of the said Premises / Garages / Parking Space etc. handed over to the Allottee and/or possession of the said Building is handed over to the ad-hoc committee or society or incorporated body of the Allottee of Premises and vesting document is executed. The aforesaid covenants or such of them as the Promoters may deem fit will be incorporated in the vesting document.



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19. The Allottee is aware that the Promoters at present are constructing only some of the wings or building on the said land by using and consuming part of FSI potential of the said land more particularly described in the First Schedule hereunder written



including upon the said wing and said buildings as and when required from time to time as the Promoters may deem fit.

20. The Promoters shall be entitled to allot the Premises in the said Building for any use subject to the permission of the concerned authority, if any required and Allottee subject to above, hereby gives his consent to any use thereof by the Promoters.
21. The Promoters will have absolute ownership right on the permissible structures in recreation grounds and Promoter can lease and/or allot to any third party for running and/or occupying that. The Allottee, irrevocably confirms and/or accepts the same.
22. The fixtures, fittings and amenities to be provided by the Promoters in the said building and in the premises are those that are set out in Annexure - V.
23. The said building always be known as "Saryu" and will not be changed at any time without prior written consent of the Promoters. The said complex shall always be known as "JANGID COMPLEX" (hereinafter referred to as "the said complex") permanently and this will not be changed life time.
24. The Promoters may complete the said wing and/or building in which the Allottee has agreed to acquire the said Premises or any part thereof or floor and give possession of the premises etc. therein to the acquirers of such premises and the Allottee herein shall have no right to object to the same and will not object to the same and the Allottee hereby gives his specific consent to the same. If the Allottee take possession of said premises etc. in such partly completed and / or floor or otherwise, the Promoters and / or its agents or contractors shall be entitled to carry on the remaining work including further and additional construction.



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...instruction will/may cause inconvenience to the Allottee, and the Allottee agrees and assures to the Promoters that the Allottee and / or any other person claiming through or under him or on his behalf shall not protest, object to or obstruct the execution of such work nor the Allottee shall be entitled to any compensation and/or damage and/or claim and/or to complain for any inconvenience and/or nuisance which may be caused to him/her or any other person/s claiming through/under the Allottee.

- 25 The Allottee shall take possession of the premises, within ten days of the Promoters giving written/oral notice to the Allottee intimating that the said premises is ready for use and occupation and the Allottee shall before taking possession of the said Premises inspect the same thoroughly and point out defect if any in construction and/or amenities and facilities and will take possession only after rectification thereof if any required. Once the Allottee has taken possession of the said premises he/she/they shall be deemed to have inspected / re-inspected the same thoroughly and found the same without defect in construction and/or amenities and facilities of the same if any pointed earlier have been rectified to his/her/their complete satisfaction and the promoters then afterwards shall not be liable for rectifying any defects pointed out by Allottee.

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26. The said premises is intended and shall be used for such purposes only as permitted as per the D.C. Regulations the premises or any part or parts thereof for any other purposes whatsoever unless permitted in writing by the Promoters. The Allottee shall use the garage or basement/open/stilt/podium parking space only for the purpose of keeping or parking the Allottee's own vehicle and for no other purpose. The part / pocket terrace if any attached to the said Premises is to be used as terrace and not for any other



27. The Promoters at their option will decide and/or permission in writing about the common organization of the Allottees of Premises i. e. whether to form a condominium co-operative society or a company and for formation of association of societies.

28.1 The premises Allottee along with other Allottees of the Premises in the said Building shall join in forming and registering the Society and such society shall bear the name of "Saryu Jangid Complex Co-operative Housing Society Ltd." (Proposed) and this will not be changed without prior written consent of the Promoters. The premises Allottee agrees that for the purpose of forming and registering the society he/she/they shall from time to time sign and execute all papers, documents, applications for registration and/or membership necessary and do all acts, deeds, things and matters for the formation and the registration of the society and for becoming a member including bye laws of the proposed society and duly fill in and sign and return the same to the Promoters by the Premises Allottee so as to enable the Promoters to register the society of the premises Allottee under section 10 of the MOFA. No Objection shall be given by the premises Allottee if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

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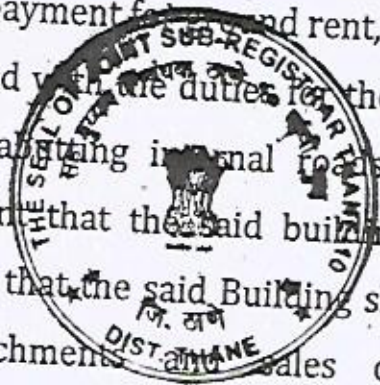
28.2 If there are more buildings and drawings in any building and if separate society of such wing or building is registered, the same will be only for the purpose of maintenance and administration of such wing and no lease, conveyance or any vesting document will be executed on such society. It being intention that conveyance will be executed in single society or societies of all the building.

29. The Co-operative Society/s to be formed shall ensure that



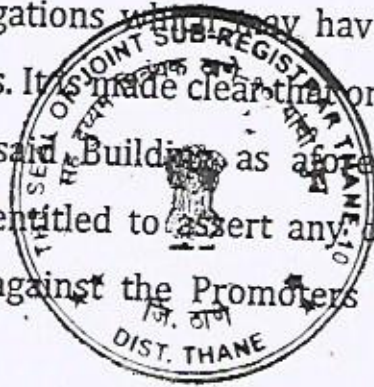
Premises Allottees in the said Building are carried into effect fully by it, by passing appropriate resolution for that purpose, and shall also ratify and adopt the same. Upon formation of such Society/s, the society shall be liable besides the Premises Allottee and other Allottees of different premises, for any lien or claim or demand which the Promoters may have in respect of the said premises hereby agreed to be allotted other Premises in the said Building. The Premises Allottee hereby agrees and binds himself to do and execute all acts, matters, things, deeds documents which the Promoters may require to be executed to enforce the obligations envisaged in this clause against the co-operative society. The failure on the part of the premises Allottee to observe and perform this clause when called upon to do so by the Promoters shall entitle the Promoters to rescind this Agreement and the consequences of rescission herein provided shall follow.

30. On the vesting of the management and administration of the said Building to provisional managing committee or upon the premises Allottee of the premises said building being admitted as members of the society or the said society as the case may be shall take over complete responsibility for management of the said Building and shall be solely responsible for collection of dues from its members and for the disbursements of such collections in relation to the said Building including payment for water and rent, N.A. tax, salaries of the employees charged with the duties for the maintenance of the said building and abutting internal roads and recreation ground and to the intent that the said building and "JANGID COMPLEX" to the intent that the said Building shall be kept free from all claims, attachments, sales or other legal encumbrances, charges and liens, irrespective of the fact whether the transfer of the said building takes place or not in favour of the co-operative society or whether the Premises Allottee and the other Allottees of the other premises





Promoters in any event shall stand absolved from their responsibility of managing the said Building, receiving and paying the outgoing including the ground rent, N.A. Tax and other incidental charges connected with the maintenance and security of the said Building. The Premises Allottee hereby irrevocably agrees to indemnify the Promoters in that behalf. The Premises Allottee shall ensure that such obligations as aforesaid are undertaken and performed by the Co-operative Society/s, being his successors in interest and failure for lapse on the part of the Premises Allottee in so doing shall entitle to Promoters to rescind this Agreement and the consequences of rescission herein contained shall follow. Without prejudice to what is stated hereinabove in the event of any breach being committed by the Premises Allottee and/or the co-operative society of this clause, the Promoters shall be entitled to forebear from getting the conveyance of the said building in favour of the co-operative society notwithstanding their other rights and remedies. Notwithstanding anything contained or suggested to the contrary in this clause, the liability of the Premises Allottee already incurred by him qua the Promoters prior to the vesting of the said Building in possession, management and control in co-operative society shall not cease and the Premises Allottee shall be bound to perform fully all obligations which may have been incurred by him qua the Promoters. It is made clear that on such vesting of the management of the said Building as aforesaid, the Premises Allottee shall not be entitled to assert any of the rights herein conferred upon him against the Promoters by virtue of these presents.



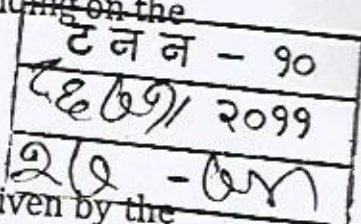
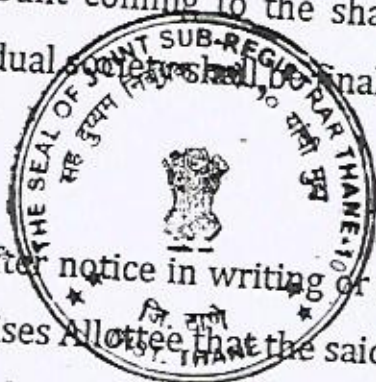
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31. Without prejudice to the aforesaid and absolutely at the discretion of the Promoters, after completion of the said Building and after the Promoters have allotted all the premises and received the allotment price of all the flats and other premises etc



transfer or cause to be transferred to the common organization all the undivided right, title and interest of the Owners and/or the Promoter in respect of the said Building by executing the necessary Conveyance / Lease of the said Building and of the land under the said Building and the land appurtenant to the said Building in favour of such common organization. Such Deed of Apartments Conveyance / Lease shall be in keeping with the terms and provisions of this Agreement.

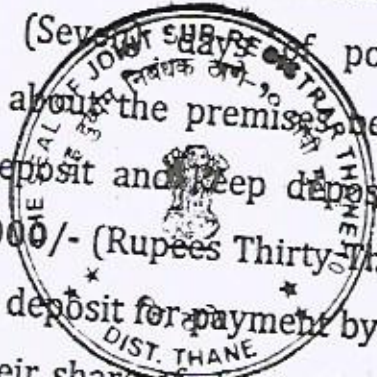
32. The premises Allottee is aware that the building plans are submitted to and sanctioned by the Mira-Bhayander Municipal Corporation as group housing scheme and as such FSI/TDR that may be consumed while constructing the said Building the said complex may be more than the area of the said land and/or the area of the land may not be in proportion to the FSI consumed. So also some of the common amenities like gutters, sewage, electric cables, garden, dish antenna, S.W.D., Electric sub-station, roads, open parking space, septic tank, underground water tanks, overhead water tanks etc. are commonly provided for all buildings and the Promoters cannot subdivide it and neither the Premises Allottee shall insist upon. The premises Allottee shall bear and pay proportionate expenses, taxes, levies maintenance and other charges of the entire "JANGID COMPLEX" and the decision of the Promoters of the amount coming to the share of the premises Allottee and/or individual allottee shall be final and binding on the premises Allottee.



33. Commencing a week after notice in writing or orally given by the Promoters to the premises Allottee that the said premises is ready for possession on or before taking the possession of the premises whichever is earlier, the Allottee will be liable and pay regularly to the Promoter(s) the proportionate share of the premises Allottee



share of the Allottee all other dues, duties, impositions, outgoings, and burden of any nature at any time hereafter assessed or imposed upon the said property and building or upon the Allottees or occupiers thereof including of the entire land by any authority including the Municipality, Government, Revenue Authority in respect of the buildings, or the user thereof and payable either by the Allottees or occupiers and (c) the proportionate share of all other outgoings in respect of the said premises or layout or said complex including other taxes, Fire Fighting Maintenance Contract, insurance, common and/or building lights, sanitation, Solar Water Heater Plant, addition and alterations, painting, colour washing, repairs, maintenance and/or repair and/or renewal of Lift Maintenance contract of lift, water charge in the event of water being charged on the basis of meter by the Municipality or being supplied by water tankers, salaries and charges of bill collector, clerks, watchman sweepers etc. and (d) all other expenses necessary and incidental to the said entire building the said management and maintenance and any other common facility provided to the said building. Until the society is formed and the said buildings is are transferred to the society or societies as provided herein the premises Allottee shall pay and continue to pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters. The premises Allottee, shall within 7 (Seven) days of posting written intimation/oral intimation about the premises being ready for occupation as aforesaid, deposit and keep deposited with the promoters a sum of Rs.30,000/- (Rupees Thirty Thousand Only) Without interest as security deposit for payment by the premises Allottee towards his/her/their share of aforesaid outgoings, and payments. The premises Allottee hereby further un-equitable agrees with the Promoters that until the premises Allottee share is determined, the premises Allottee shall from the date of the



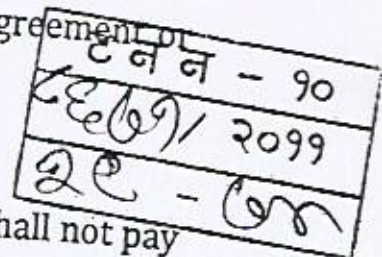
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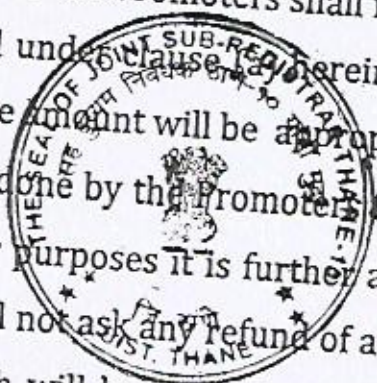
premises Allottee share for the aforesaid outgoings and such payments shall be made at every month in advance to the Promoters. The Promoters shall be at liberty without being bound to appropriate aforesaid Provisional monthly contribution amount from the above mentioned deposit money, if any, the due by the Allottee for its aforesaid share of liability. The Allottee expressly consents and agrees, to authorize the Promoters to appoint any individual or organization, if they think it fit, for the upkeep, maintenance, administration, security and other such requirements of the said Saryu Building in the said "Jangid Complex". Any charge/ fees levied by the said appointee shall be payable in proportionately.

4. The Allottee shall on or before delivery of possession of the said Premises, will pay additional consideration amount of Rs. 1,92,500/- (Rupees One Lac Ninety Two Thousand Five Hundred Only) for enjoying various services attached to the said premises provided by various agencies and/or companies.

Rs. 450/- (Rupees Four Hundred Fifty Only) for share money application / entrance fee of Rs. 100/- extra per person of the Society for any additional name mentioned in this agreement of limited Company / Apartment Owners Association.



The amount so paid by the Allottee to the Promoters shall not pay any interest and only amount paid under clause 15/16 hereinabove shall be accountable and the balance amount will be appropriated as reimbursement of the expenses done by the Promoters for the above mentioned expenses and/or purposes. It is further agreed by the Allottee that he/she/they will not ask any refund of and/or account of aforesaid Deposits which will be spent for procuring essential supply to the said premises/building and extra amenities as aforesaid.

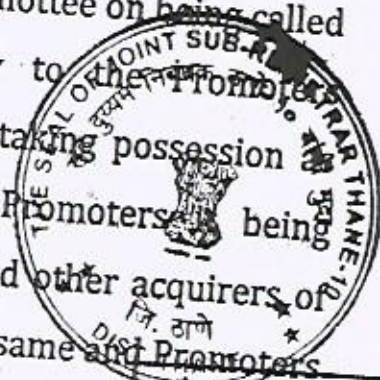




35. The Promoters are authorized by the Allottee on his/her/their behalf and out of the amounts so deposited, to spent for all costs for preparation of all other documents, costs of lawyers for transfer of the said Building to the common organization and such costs of transfer are to be borne and paid wholly by the Allottee and other acquirers of premises proportionately, but exclusive of all out of pocket expenses like stamp duty, registration charges etc. which also will be borne and paid wholly by the Allottee and other acquirers of Premises, garages, etc. However, if the costs, charges and expenses exceed the aforesaid amount, the same would be made good by the Allottee.

36. In the event of any portion of the said land being notified for setback / D. P. Road or other reservations, the Promoters alone shall be entitled to receive the compensation or such other benefit that may be given by the authorities concerned for the same and the Allottee and/or the Society shall not be entitled to same or any part or portion thereof.

37. Hereinafter if any charges are levied by or payment required to be made to any Government Authorities or Local bodies either on the said land or building or otherwise, the Allottee on being called upon to do so by the Promoters, pay to the Promoters his/her/their share thereof at the time of taking possession and may be required or demanded by the Promoters being specifically understood that only Allottee and other acquirers of Premises and/or society are liable to pay the same and Promoters in that event or case are not liable to pay the same.



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38. The Allottee for himself/herself/themselves/itself with intention to bind all persons into whosoever hand the said Premises may come, doth hereby covenant with the Promoters as follows:



the premises is taken and shall not do or suffered to be done anything in or to the said Premises and the said Building in which the said premises is situate, its staircase or any passage, etc. which may be against the rules, regulations or bye-laws of MBMC or concerned local or any other authority or change-alter or make addition in or to the said Building in which the said premises is situated and to the said premises itself or any part thereof.

b) Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building in which the said premises is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, lift, common passages or any other structure of the said Building in which the said premises is situated including entrances of the said Building in which the said premises is situated and in case any damage is caused on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

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c) To carry out at his/her/their own cost all internal repairs to the said premises and maintain the said premises in the same conditions, state and order in which they were received by the promoters to the Allottee and shall not do or suffer to be done anything in or to the said Building in which the said premises is situated or the said premises which may be governed under the Rules and regulations and bye-laws of such Housing Society, the concerned local authority i.e. MBMC or other public authority. And in the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority.



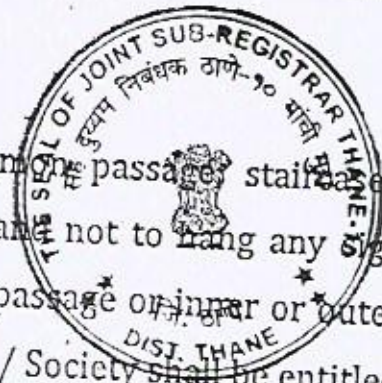


d) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made addition or alteration of whatever nature in or to the said premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Building in which the said premises is situated and to keep the property, sewers, drains, pipes in the said premises and appurtenances thereof in good tenantable condition, and in particular, so as to support shelter and protect the other part of the said Building/s in which the said premises is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs, or RCC pardis or other structural members in the Premises without prior written permission of the Promoters and/or the Society.

e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the said Building in which the said premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the said insurance.

f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said lands and the said Building in which the said premises is situated.

g) Not to keep anything in the common passage staircases, terraces, walls or any common places and not to hang any sign boards, hoardings, name boards etc. in passage or inner or outer wall of the said Building. The Promoters / Society shall be entitled to throwaway such things without any notice if anything is found in breach of this provision.



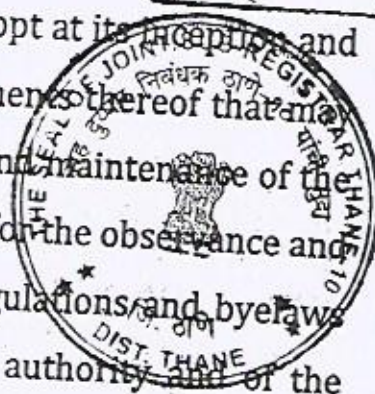
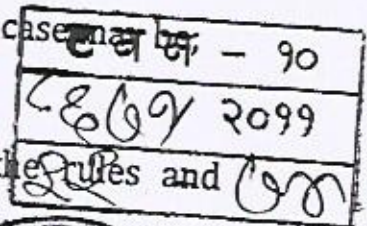
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h) Pay to the Promoters regularly whether demand



MBMC or Government for giving water, electricity, sewer clearance, or any other service connection to the said premises and/or the said wings and/or Building in which the said premises is situated.

- i) The Allottee will pay Property Tax of MBMC individually the promoter and/or society will not be liable to pay that. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the MBMC and/or Government and/or other public authority including on account of change of user of the said premises by the Allottee viz. user for any purpose other than for permissible purpose.
- j) The Allottee shall be entitled to let, sub-let, transfer, assign or part with the said premises or part with Allottees interest or benefit factor of this Agreement or part with the possession of the said premises only after all the dues payable by the Allottee to the Promoters/Society under this Agreement are fully paid up and only if the Allottee had not been guilty of breach of or nonobservance of any of the terms and conditions of this Agreement /Society Bye Laws and only after obtaining prior written permission of the Promoters/Society as the case may be.
- k) The Allottee shall observe and perform all the rules and regulations, which the said Society may adopt at its inception and the MBMC addition, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the premises therein and for the observance and performance of the said Building rules, regulations and byelaws for the time being of the concerned local authority and of the Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions and the use of the said premises in the said Building and



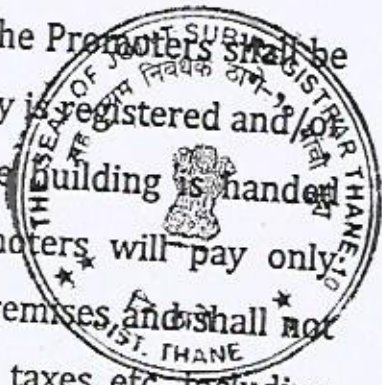


or other outgoings in accordance with the terms of this Agreement / Bye Laws of the Society;

39(a) In the event of the possession of the premises being given before conveyance of building in which the premises is situated is executed. In such an event the premises Allottee/society/managing committee shall till such conveyance is executed permit the Promoters and their surveyors, servants and agents with or without workmen and others at all reasonable times, to enter into to use the common space provided for the said building and upon the said portion and buildings or any part thereof to view, use and examine the state and conditions thereof.

39(b) The premises Allottee shall not close verandah or balconies without sanction and permission of Promoters and the authorities concerned nor shall make any alterations or changes in the elevation and outside colour scheme of the said premises/buildings. The premises Allottee hereby confirms that he/she/they will put/fix grill, inside the window if desired by him/her/them only after takings written permission from promoters and as per the design approved by the Promoters. The premises Allottee will not keep plant and/or flower pot on the chajja of their premises.

40. All the premises which are not allotted by the Promoters shall be property of the Promoters even if the Society is registered and/or the administration and management of the building is handed over to the premises Allottees. The promoters will pay only property tax in respect of the un-allotted premises and shall not be liable to pay any other charges, levies, taxes etc. including maintenance security, water charges, common electricity charges etc.

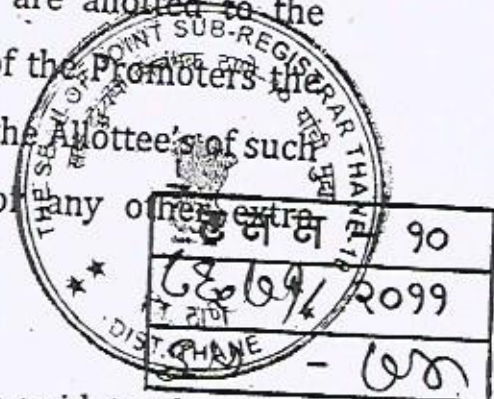


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share of stamp duty and registration charges payable. If any to be paid this should be paid by the said society on the conveyance and other documents in respect of the said building to be executed in favour of the society.

42. In the event of the society being formed and registered before the allotment, sale and disposal by the Promoters if all the premises, basement and other spaces, garages, terraces, compound and car parking space in the said building and in the compound the power and authority of the society so formed or of the premises holders and the Allottee of premises and other spaces and car parking spaces, shall be subject to the overall authority and control of the Promoters in respect of any of the matters concerning the said building and the construction and completion thereof and all amenities pertaining to the same and in particulars the Promoters shall have absolute authority and control as regard the un-allotted premises, garages, basement, stilt, terraces, compounds, other spaces, and car parking spaces and the disposal thereof. The Promoters shall be liable to pay only the Municipal Taxes at actual in respect of the un-allotted premises, garages, and/ or car parking spaces. In case the conveyance is executed in favour of the co-operative society before the disposal by the Promoters shall join in as the Promoters/ Members in respect of such un-allotted premises and as and when such premises are allotted to the persons of the choice and at the discretion of the Promoters the co-operative society shall admit as members the Allottee's of such premises without charging any premium or any other extra payment.

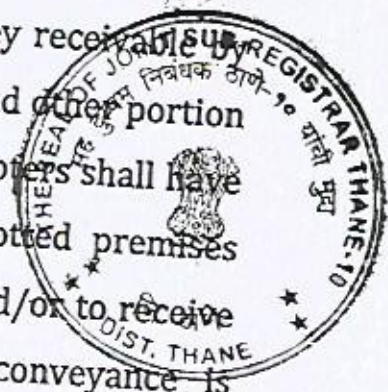


43. The deposits that may be demanded by or paid to the Mira Bhayander Municipal Corporation for the purpose of sanctioning the plans and/or issuing the Commencement Certificate and/or Occupation Certificate and/or giving water connection to the said



Mahanagar Gas Nigam Ltd. shall be payable by all the premises holders of the said building in proportion to the respective area and/or units of their premises or other spaces or car parking spaces. The premises Allottee agrees to pay to the Promoters such proportionate share of the premises Allottee of such deposit at the time of taking possession or within seven days of demand whichever is earlier.

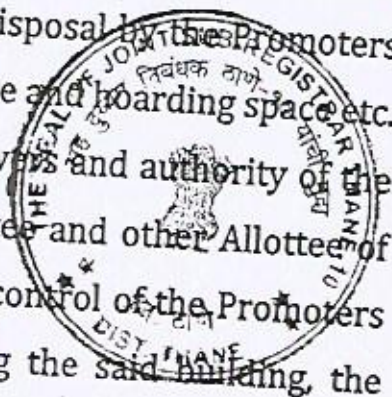
44. Notwithstanding anything stated hereinabove the Promoters shall be entitled to submit the said land/premises under the provisions of Maharashtra Apartment Ownership Act, 1970 and in such an event, the premises Allottee shall at his/her/their costs, charge and expenses be entitled to execution of a Deed of Apartment, or Conveyance and such an event, the Promoters shall execute such relevant documents for effectually transferring the said premises and undivided share, right, title and interest in the common areas and amenities in favour of the respective premises Allottee of the respective premises. If for any reasons prior to the completion of the said building and receipt by the Promoters of the total consideration money receivable by them, a Deed of Conveyance is executed in favour of co-operative society and if on the date of such conveyance the said building is not fully constructed and/or other portions of the said land has not been disposed of and/or allotted by the Promoters on ownership basis or if the Promoters have not obtained in full the consideration money receivable by them from all persons who obtain the premises and other portion in the said land then and in such events the Promoters shall have the right to dispose of and/or allot the un-allotted premises garages and/or other portions or the said land and/or to receive the consideration money even through such conveyance is obtained in favour of the co-operative society. Adequate provisions for the above shall be made in the Deed of Conveyance.





46. After possession of the said premises is handed over to the premises Allottee if any additions or alterations in or about or relating to the said building and/or premises are required to be carried out by any statutory authority, the same shall be carried out by the premises Allottee and the other acquirers of the premises in the said buildings at their own costs, expenses, risks and responsibilities and Promoters will not in any manner be responsible for the same.

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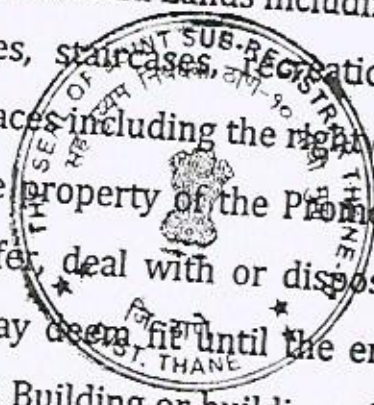




construction un-allotted portion of such building including premises, garages, hoarding space, terrace and parking spaces and the disposal and/or allotment thereof and the Society so formed shall not have any such right or authority nor the Society shall interfere, obstruct or commit or omit any act which will be harmful, injurious or prejudicial to the aforesaid right of the Promoters.

48. The Allottee agrees to sign and deliver to the Promoters before and after taking possession of the Premises all writings, papers, documents, applications, etc. as may be necessary or required by the Promoters to put the intention of the parties as reflected herein into complete effect.

49. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law the said premises or the said Building or of the said property or said land or any part thereof in favour of the Allottee and/or other acquirers of premises in the said Building/s or other building or buildings. The Allottee shall have no claim save and except in respect of the said premises hereby agreed to be Allot to him/her/them and the said land and said Lands including all open spaces, parking spaces, lobbies, staircases, recreation spaces, walls, compound wall, lifts, terraces including the right over walls hoarding rights, will remain the property of the Promoters who shall be entitled to Allot, transfer, deal with or dispose off the same in any manner as they may deem fit until the entire said premises including land and said Building or buildings thereon is conveyed to the said Society / Societies as herein mentioned.



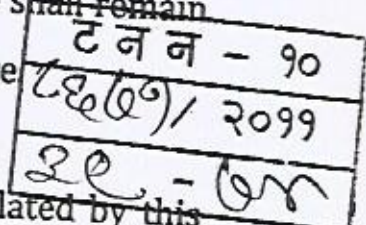
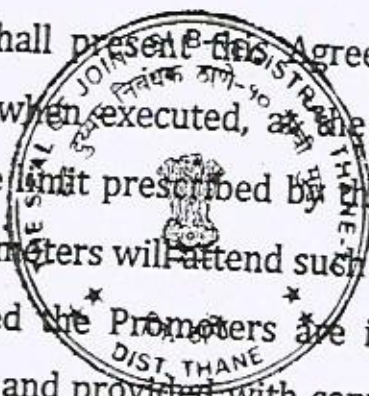
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50. During the course of construction, till the date of handing over possession of the said premises any addition or alteration including any extra amenities shall not be made.



51. Irrespective of disputes, if any, which may arise between the Promoters and the Allottee and/or the said Co-operative Society, all amounts, contributions and deposits including amounts payable by the Allottee to the Promoters under this Agreement shall always be paid punctually by the Allottee to the Promoters and shall not be withheld by the Allottee for any reasons whatsoever.
52. Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the promoters nor shall the same in any manner prejudice the rights of the Promoters.
53. The Allottee shall present this Agreement as well as the said Conveyance/s when executed, at the proper registration office within the time limit prescribed by the Registration Act without fail and the Promoters will attend such office and admit execution thereof provided the Promoters are informed well in advance about the same and provided with copy of receipt of registration of such document/s issued by appropriate authority within reasonable time. In case of default the Allottee alone shall remain liable to penalty and/or punishment for his negligence
54. All notices to be served on the Allottee as contemplated by this Agreement shall be deemed to have been duly served if sent by Registered A.D. or Courier Services or U.C.P. to the Allottee, at his/her/their address specified below:

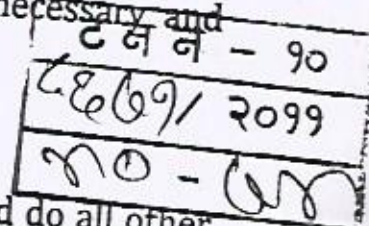
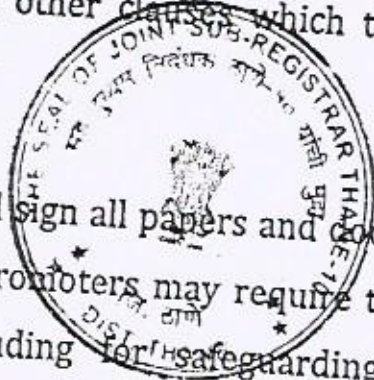
C/301, 220 KV VERSOVA RECEIVING STATION,  
RELIANCE ENERGY SWAMI SAMARTH  
NAGAR, BACK ROAD, LOKHANDWALA





The Promoters shall be at liberty to allot, assign or otherwise deal with or dispose off their right, title or interest in the said land or in the said Building to be constructed by Promoters but the same shall not effect or prejudice rights and obligations of the Allottee in respect of the said Premises as provided herein.

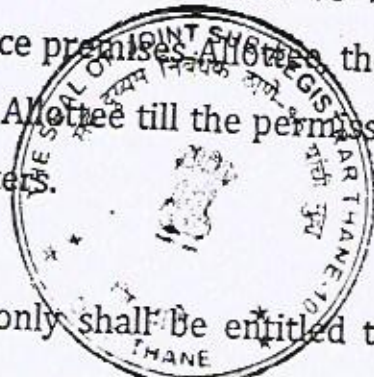
56. Under no circumstances, the possession of the said Premises shall be given to the Allottee unless and until all payments required to be made under this Agreement by the Allottee have been made by him/her/them.
57. The Allottee shall not be entitled to claim partition of his/her/their share in the said Premises and the same shall always remain undivided and impartible.
58. The Transfer Deed and all documents shall be prepared by Advocate of the Promoters and shall contain covenants and conditions including those contained in this Agreement and Agreement with the original Owners with such modification alterations, and additions therein as the Promoters may deem fit and proper and other clauses which they think necessary and desirable.
59. The Allottee shall sign all papers and documents and do all other things that the Promoters may require them to do from time in this behalf including for safeguarding the interests of the Promoters and holders of other premises in the said Building.
60. The said plot of land being largely developed /to be Developed by the Promoters thereof by constructing Building/s as per layout sanctioned and/or that will be sanctioned from time to time, will always be known as "JANGID COMPLEX" and Allottee and/or Society shall not be entitled to change the same at any time.





61. All costs, charges and expenses connection with the formation of the Co-operative Society/Federation of Societies as well as the costs, charges and expenses of preparing engrossing stamping and registering this and all other Agreements, covenants, Deeds including Deed of Apartment or any other documents required to be executed by the Promoters and/or the premises Allottee out of pocket incidental expenses and all costs, charges and expenses arising out of or under these presents as well as the entire professional costs of the Advocates or Solicitors of the Promoters including preparing and approving all such documents shall be borne by the acquirers/Allottee of the premises or by the Society proportionately including the premises Allottee. The Promoters shall not contribute anything towards such expenses. The proportionate such share of the costs, charges and expenses payable by the premises Allottee shall be paid by the premises Allottee immediately on demand.

62. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the terrace space in front of or adjacent to the terrace premises in the said Building, if any, allotted by the Promoters shall belong exclusively to the Promoters unless allotted by the Promoters to the respective Allottee of the terrace Premises and in the event of allotment thereof such terrace spaces shall be intended to and shall be for exclusive use of the respective terrace premises. ~~Allottee~~ the said terrace shall not be enclosed by the Allottee till the permission in writing is obtained from the Promoters.



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63. The Promoters only shall be entitled to appoint an agency for installation and operation of Dish Antenna and/or cable T.V. system for entire complex. The premises Allottee shall neither raise any objection nor interfere nor protest against the agency appointed by Promoters. The premises Allottee shall



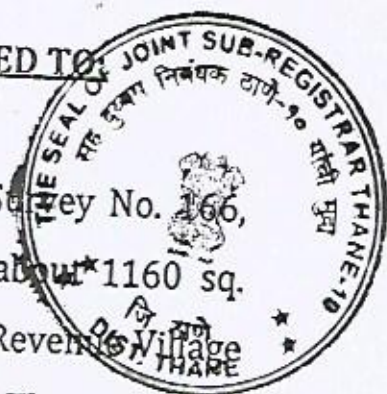
the Promoters hereby propose to have an Agreement entered into at a later date between the Owners of adjoining lands being developed or that may be developed later by the Promoters or other developers having same common Directors and/or Partners with the Promoters regarding sharing the enjoyment of benefits of the said land and sharing the maintenance and other expenses in connection with the common garden and amenities therein, common means of access, common street light, common civic amenities etc. as may be entitled and at the terms and conditions that the Promoters may deem fit in their absolute discretion. The premises Allottee hereby irrevocably confirm that he/ she/they agrees to the said proposed arrangements and will not object or interfere or cause to object or interfere with the same in any manner whatsoever.

65. This Agreement is under the provisions of Maharashtra Ownership Flats Act.

IN WITNESS WHEREOF the parties hereto have hereunto put their hand and seal on the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of land bearing Old Survey No. 166, New Survey No. 37, Hissa No.1A admeasuring about 1160 sq. meters or thereabout situate, lying and being at Revenue Village Mire, Mira Road (E), Taluka and District Thane in the Registration district and sub-district of Thane under the Jurisdiction of Mira-Bhayander Municipal Corporation.



THE SECOND SCHEDULE ABOVE REFERRED TO

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The nature, extent and description of the "Common Areas and Facilities" and of the "Limited Common Areas and Facilities" shall



(A) COMMON AREAS AND FACILITIES:

- (i) Entrance lobby and foyer of the building.
- (ii) Staircase of the building, including main landing, for the purpose of ingress and egress but not for the purpose of storing or for recreation or for residence or for sleeping.

(B) LIMITED COMMON AREAS AND FACILITIES:

- (i) Landing in front of staircase on the floor on which the particular premises is located, as a means of access to the premises but not for the purposes of storing or as a recreation area or for residence or for sleeping.
- (ii) This landing is limited for the use of the residents of the premises located on that particular floor and for visitors thereto but is subject to means of access for reaching the other floors, available to all residents and visitors.

Customer's Copy	
CITIZEN CREDIT CO-OPERATIVE BANK LTD.	
Lic # D-5/STP(V)/C.R. 1009/02/2005/200-203	
Br. Mira Road	Date 5/9/11
Pay to : Acct Stamp Duty Thane	
Franking Value	Rs. 396200
Service Chgs (Rs. 10 per doc)	Rs.
TOTAL	Rs. 396200
Name of the stamp duty paying Party	
Tanjayee Bank Ltd.	
DD No. 1009/02/2005/200-203	
DD on Bank	
CASH RECEIVED	
5 SEP 2011	
DD No. 1009/02/2005/200-203	
DD on Bank	
Tran ID	
Franking Sr. No. 2155	
Cashier	

THE SEAL OF JOINT SUB-REGISTRAR THANE-10  
जि. ठाणे  
DIST. THANE-10  
ऑफिसर



The Premises Holder will have proportionate undivided interest in the above.

SIGNED, SEALED AND DELIVERED  
by the withinnamed "PROMOTERS"

M/s. JANGID DEVELOPERS

in the presence of Shardul Kumar

Attestation

SIGNED, SEALED AND DELIVERED by  
withinnamed "PREMISES ALLOTTEE"

MRS. TANIYA BANERJEE

MR. PRASHANT KUMAR TIWARI

in the presence of Shardul Kumar

Attestation

### RECEIPT

RECEIVED the day and year first hereinabove  
written of and from the withinnamed Premises  
Allottee a sum of Rs. 100,000/-/-

[Rupees ONE LAC

Only]

being the agreed amount as per clause No. 5 of  
this agreement to be paid by him/her/them to us by  
cash/cheque no. 952692 drawn on STATE  
BANK OF INDIA

dated 23.08.2011

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Rs. 100,000/-/-

WE SAY RECEIVED

For M/s. JANGID DEVELOPERS

Attestation

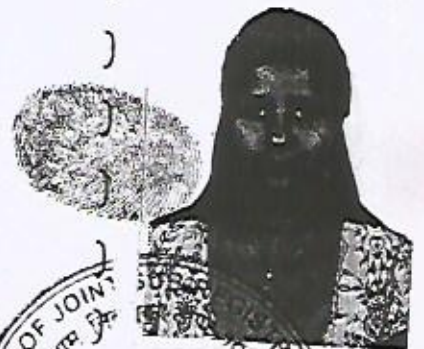


Attestation  
(2) (Photo of Prashant Tiwari)



Prashant Kumar Tiwari

(1) (Photo of Taniya)






गांव नमुना सात (अधिकार अभिलेख पत्रक)

गांव      तमिरे

तालुका - बाग

कुळाचे नांव

भूमापन क्रमांक	भूमापन क्रमांकाचा उपविभाग	भूधारणा पद्धती	भोगवट्यादाराचे नांव	सालुका
न. स. ३७	१अ		७१० ३५०	गुळाचे नांव
शेतीचे स्थानिक नांव	N. S.		गंगाधर गोविंद ओरें	
लागवडी योग्य क्षेत्र	हेक्टर	आर	गंगाधर गोविंद ओरें	
एकूण	०-११-३		गंगाधर गोविंद ओरें	
	०-११-३		गंगाधर गोविंद ओरें	
	०-००-३		गंगाधर गोविंद ओरें	
	०-००-३		गंगाधर गोविंद ओरें	
पो. ख. (लागवडी योग्य नसलेले)			गंगाधर गोविंद ओरें	इतर अधिकार
वर्ग (अ)			११५४	१०२९
वर्ग (ब)				१८२२ १४३५ १०८६
एकूण	०-००-३			१८३१
आकारणी				
जुदी किंवा दिलेले आकारणी	० = ७५		१०१४	
			सिमा आणि भूमापन चिन्हे	

सिमा आणि भूमापन चिन्हे

शांव नमुना द्वारा (पिकांची नोंद बघी)

गाव नमुना बारा (पिकांची नोंद बही)											
पिकाखालील क्षेत्राचा तपशिल											लागवडीसाठी उपलब्ध नसलेली जमीन
मिश्र पिकाखालील क्षेत्र					निर्मळ पिकाखालील क्षेत्र						
क्र.सं.	हंगाम	पिकाचे नाव	अवकाश	अवकाश	एकक पिके व प्रत्येका खालील क्षेत्र	पिकाचे नांव	रत सिद्धि	थकत सिद्धि	संख्या		
१	२	३	४	५	६	७	८	९	१०	११	१२
	हे.आर.	हे.आर.			हे.आर.	हे.आर.			हे.आर.	हे.आर.	

અસ્થાન મરજુમ છરી નવકાલ દિલી અસે.

30/11/2008

*[Signature]*  
श्री विद्यामणि मि.  
राहत्या हाणे

साहूका हाणे

टनन - १०  
६७७/ २०११



**R. R. Jollani**

ADVOCATE, HIGH COURT

TEL. : 2813 071

MUMBAI : 23, Napier Road, R. C. Church, Colaba, Mumbai - 400 005.

MIRA ROAD : Off. No. 6, Bldg. P/8, 1st Floor, Siddharth Nagar, Sheetal Nagar, Mira Road (East) - 401 107.

VASAI : 101, Khokhani Bhavan, Navghar, Vasai Road (W), Dist. Thane - 401 202.

Dated :- 27/10/2008.

**// TITLE CERTIFICATE //**  
**TO WHOMSOEVER IT MAY CONCERN**

**Ref. :-**

Property Bearing Old Survey No. 166, New S. No. 37, Hissa No. 1A, Admeasuring 1160 sq.mtrs., Situate at revenue village Mire, Mira Road (E), Tal. & Dist. Thane, Within the limits of Mira Bhayander Municipal Corporation, In the area of Registration District & Sub-District office of Thane.

**Owners :-**

- 1) Mr. Gangadhar Govind Bhoir,
- 2) Mr. Shantaram Govind Bhoir,
- 3) Mr. Leeladhar Govind Bhoir,
- 4) Ms. Vithabai Govind Bhoir.



**Present Developers :-**

M/s. Jangid Developers.  
Jangid House, Opp. Jangid Complex,  
Mira Road (E), Tal. & Dist. Thane.

This is to certify that I have investigated the Title in respect of property Bearing Old Survey No. 166, New S. No. 37, Hissa No. 1A, Admeasuring 1160 sq.mtrs., Situate at revenue village Mire, Mira Road (E), Tal. & Dist. Thane, Within the limits of Mira Bhayander Municipal Corporation, In the area of Registration District & Sub-District office of Thane. I have found the same to be clear and marketable and free from all encumbrances.

ट न न - १०
८६७१/ २०११
८६७ - ७४

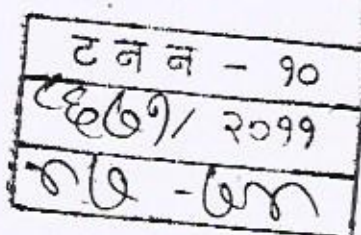


On perusal of Mutation Entry No. 427, Dated 15/9/1957, it appears that Mr. Khandu Kamlya Bhoir, was cultivating the land bearing Old S. No. 166, New S. No. 37, Hissa No. 1A, of revenue village Mire, Mira Road (E), standing in the name of Mr. Govind Rama Bhoir, hence his name is recorded as protected tenants as per Section 3A, of Tenancy Act.

On perusal of Entry No. 1207, Dated 18/11/1980, it appears that the said Mr. Khandu Kamlya Bhoir, expired on or before 2 years leaving behind his wife Mrs. Hirabai Khandu Bhoir, as the surviving legal heir entitled to be declared as protected tenants.

On perusal of Entry No. 1822, Dated 26/3/2006, it appears that Vide Order of Tahsildhar & Agricultural Land Tribunal No. 70B/Mire/10/03, Dated 3/1/2006, as per the order of Tahsildhar Thane the name of Mrs. Hirabai Khandu Bhoir, recorded at other rights i.e. protected tenants is deleted.

On perusal of Release Deed Dated 29/12/2003, And Subsequent Power of Attorney dated 29/12/2003, it appears that the said Mrs. Hirabai Khandu Bhoir & Mr. Lilesh Khandu Bhoir, have released all their rights, title, interest & shares as protected tenants in favour of M/s. Jangid Estate Pvt. Ltd., at the price and on the terms & conditions as entered therein, which is valid legal & subsisting.





**R. R. Jollani**

ADVOCATE, HIGH COURT

TEL : 2813 0798

MUMBAI : 23, Napier Road, R. C. Church, Colaba, Mumbai - 400 005.

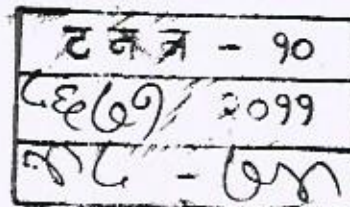
MIRA ROAD : Off. No. 6, Bldg. P/8, 1st Floor, Siddharth Nagar, Shætal Nagar, Mira Road (East) - 401 107.

VASAI : 101, Khokhani Bhavan, Navghar, Vasai Road (W), Dist. Thane - 401 202.

On perusal of Mutation Entry No. 1454, Dated 17/9/1989, it appears that the said original owner Mr. Govind Rama Bhoir, expired in the Year 1963, leaving behind surviving legal heirs i) Mr. Gangadhar Govind Bhoir, ii) Mr. Shantaram Govind Bhoir, iii) Mr. Leeladhar Govind Bhoir, iv) Ms. Vithabai Govind Bhoir, whose names appears on the 7/12, 6/12, 8-A Extract, of land revenue records as co-owners entitled to property bearing Old S. No. 166, New S. No. 37, Hissa No. 1A, Admeasuring 1160 sq. mtrs. of revenue village Mire, Mira Road (E), Tal. & Dist. Thane.

On perusal of Agreement Deed dated 31/5/1990 it shows that the said original co-owners have granted developments rights of the said property to M/s. Meera Developers Pvt. Ltd., likewise have executed Power of Attorney in favour of M/s. Meera Developers Pvt. Ltd., and their nominees to do all acts, deeds, matters and things on their behalf for development of the said referred property.

On perusal of Agreement Deed/Subsequent Power of Attorney dated 1/4/1995, it appears that the said M/s. Meera Developers Pvt. Ltd., have assigned the development rights of the said property to M/s. Jangid Estate Pvt. Ltd., at the price and on the terms & conditions entered therein, which is legal valid & subsisting as on this date.

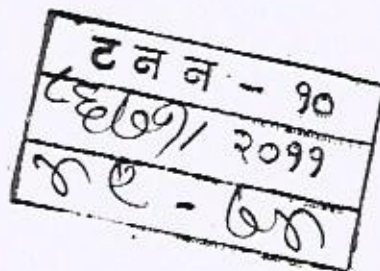




On perusal of Agreement for development dated 13/4/2007, it shows that the said M/s. Jangid Estate Pvt. Ltd., have agreed to grant development rights of the said property to their sister concern M/s. Jangid Developers Pvt. Ltd., on the terms & conditions entered therein, likewise have executed Power of Attorney in favour of M/s. Jangid Developers Pvt. Ltd., and their nominees to do all acts, deeds, matters and things on their behalf for development of the said referred property.

On perusal of Mutation Entry No. 1786, Dated 20/3/2004, it appears that the name of M/s. Estate Investment Company, recorded in the other rights, of land is deleted vide N.O.C. Certificate No. E1/217, Dated 24/3/2005, issued by M/s. Estate Investment Company, in favour of Thane Tahsildhar & M/s. Jangid Developers Pvt. Ltd.

On perusal of Mutation Entry No. 1831 Dated 18/8/2006, Collector Thane, Vide Order No. D-1/T-1/NAP/SR-108/2005, Dated 1/6/2006, have granted N. A. Permission, for residential purpose in respect of said land bearing Old S. No. 166, New S. No. 37, Hissa No. 1A, of revenue village Mire, Mira Road (E), Tal. & Dist. Thane.





**R. R. Jollani**

ADVOCATE, HIGH COURT

TEL : 2813 079

MUMBAI : 23, Napier Road, R. C. Church, Colaba, Mumbai - 400 005.

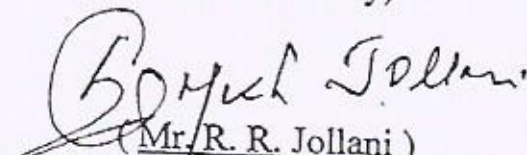
MIRA ROAD : Off. No. 6, Bldg. P/8, 1st Floor, Siddharth Nagar, Sheetal Nagar, Mira Road (East) - 401 107.

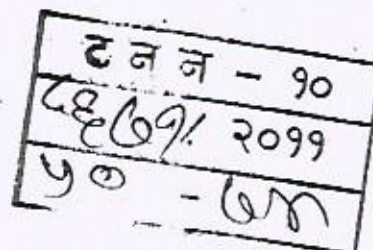
VASAI : 101, Khokhani Bhavan, Navghar, Vasai Road (W), Dist. Thane - 401 202.

On perusal of Deed of Admission of Partnership Dated 15<sup>th</sup> April 2008, it appears that M/s. Jangid Developers Pvt. Ltd., as development partner with M/s. Jangid Developers, Represented by its partners 1) Mr. Leelaram Sagatram Jangid, 2) Mr. Omprakash Leelaram Jangid, 3) Mr. Amrit Leelaram Jangid, have agreed for joint development of property bearing Old S. No. 166, New S. No. 37, Hissa No. 1A, of revenue village Mire, Mira Road (E), Tal. & Dist. Thane, with M/s. Jangid Developers, on the terms & conditions entered therein, which is legal valid & subsisting as on this date.

On the whole from the search taken out by me at the office of Sub-Registrar Mumbai/Thane, Talati Office, Mira Road (E), and on the basis and inspection of documents produced before me. Without Prejudice in my opinion the title to the said property is absolutely clear & marketable and free from all encumbrances and reasonable doubts.

Yours Faithfully,

  
(Mr. R. R. Jollani)  
Advocate.





वाचले :-

- १) श्री. गंगाधर गोविंद भोईर व इतर रा. मिरे गांव ता. जि. ठाणे. यांचा दि. १२/७/२००५ रोजीचा अर्ज
- २) तहसिलदार ठाणे यांचेकडील चौकशी अहवाल क्र.जमिनबाब/२/वशी/ दि. २८/८/०५
- ३) अपर जिल्हाधिकारी व सक्षम प्राधिकारी ठाणे नागरी संकुलन ठाणे यांचे कडील आदेश क्र. युएलसी/टीए/डब्ल्युएसएचएस/२०/एसआर-१३५३ दिनांक १२/९/२००३ (२)शासनाचे नगरविकास खात्याकडील मुदतवाढ पत्र क्र मुदत २०२५/ प्र.क्र. ३५०/नाजकधा-३. दि. २५/७/२००५
- ४) मिराभाईदर महानगरपालिका यांचेकडील बांधकाम परवानगी क्र मिभा/मनपा/नर/७२५/२००५-०६ दि. ३०/६/२००५
- ५) सामान्य शाखा (भूसंपादन) यांचेकडील पत्र क्र. सामान्य/कार्या-४/टे-३/भूसं/कावि-३३५ दि.६/९/०५
- ६) दि इस्टेट इन्व्हेस्टमेंट कंपनी कडील नाहरकत दाखला क्र.ई आय-२१७ दि. २४/३/२००५
- ७) अर्जदार यांचे दि. ३१/८/२००५ रोजीचे हमीपत्र
- ८) दि. १४/७/२००५ रोजीच्या दैनिक ' कोकण सकाळ ' च्या अंकातील जाहिरनामा

आदेश :-

ज्या अर्थी, श्री. गंगाधर गोविंद भोईर व इतर रा. मिरे गांव ता. जि. ठाणे यांनी ठाणे जिल्ह्यातील ठाणे तालुक्यातील मौजे- मिरे येथील स.नं. ३७/१ पै (जुना स.नं. १६६/१ पै) मधील आपल्या मालकीच्या जमीनीतील क्षेत्र ११६०-०० चौ.मी एवढ्या जागेचा रहिवास या विगर शेतकी प्रयोजनार्थ वापर करण्याची परवानगी मिळण्या बाबत अर्ज केलेला आहे.

आणि ज्या अर्थी दि. १४/७/२००५ रोजी अर्जदार यांनी दैनिक 'कोकण सकाळ' या वृत्तपत्रात जाहिरात दिलेली होती त्यावर मुदतीत कोणतीही हरकत/तक्रार या कार्यालयाकडे प्राप्त झालेली नाही त्या अर्थी आता महाराष्ट्र जमीन महसुल अधिनियम १९६६ चे कलम ४४ अन्वये जिल्हाधिकारी ठाणे यांच्याकडे निहित करण्यांत आलेल्या अधिकारांचा वापर करून उक्त जिल्हाधिकारी याद्वारे, श्री गंगाधर गोविंद भोईर, शांताराम गंगाधर भोईर, लिलाधर गोविंद भोईर, विठाबाई गोविंद भोईर रा. मिरे ता.जि. ठाणे यांना ठाणे तालुक्यातील मौजे-मिरे येथील स.नं. ३७/१ पै (जुना स.नं. १६६/१ पै) मधील आपल्या मालकीच्या जमीनीतील क्षेत्र ११६०-०० चौ.मी. क्षेत्राची रहिवास या विगर शेतकी प्रयोजनार्थ वापर करणे बाबत पुढील शर्तीवर अनुज्ञा (परमीशन) देण्यांत येत आहे.

त्या शर्ती अशा:-

१. ही परवानगी अधिनियम त्याखालील केलेले नियम यांना अधिन ठेवून देण्यांत आलेली आहे.
२. अनुज्ञाग्राही व्यक्तीने ( ग्रंटीने ) अशा जमीनीचा वापर व त्यावरील इमारतीच्या बांधकामास देण्यांत आली अन्य बांधकामाचा उपयोग उक्त जमीनीचा ज्या प्रयोजनार्थ उपयोग करण्यास परवानगी देण्यांत आली असेल त्या प्रयोजनार्थ केवळ केला पाहिजे. आणि त्याने अशी जमीन किंवा तिच्या कोणत्याही भाग किंवा अशी इमारत यांचा इतर कोणत्याही प्रयोजनार्थ जिल्हाधिकारी ठाणे यांच्याकडून तशा अर्थाची आगाऊ लेखी परवानगी मिळविल्याशिवाय वापर करत कामा नये. इमारतीच्या वापरावरून जमिनीचा वापर ठरविण्यांत येईल.
३. अशी परवानगी देणा-या प्राधिका-याकडून अशा भूखंडाची किंवा त्यांचे जे कोणतेही उपभूखंड करण्या बाबत मंजूरी मिळाली असेल त्या उपभूखंडाची आणखी पोट विभागणी करता कामा नये.
४. अनुज्ञाग्राही व्यक्तीने (अ) जिल्हाधिकारी व संबंधित नगरपालिका प्राधिकरण यांचे समाधान होईल अशा रीतीने अशा जमीनीत रस्ते, गटारे वगैरे बांधून आणि (ब) भूमापन विभागा कडून अशा भूखंडाची मोजणी व त्यांचे सीमांकन करून ती जमीन या आदेशाच्या तारखे पासून एक वर्षाच्या आत मंजूर आराखड्या प्रमाणेच काटेकोरपणे विकसित केली पाहिजे. आणि अशा रीतीने विकसित केली जाई पर्यंत त्या जमीनीची कोणत्याही रीतीने विल्हेवाट लावता कामा नये.
५. अनुज्ञाग्राही व्यक्तीस असा भूखंड विकावाचा असेल किंवा त्यांनी इतर प्रकारे विल्हेवाट लावायची असेल तर अशा अनुज्ञाग्राही व्यक्तीने तो भूखंड या आदेशाच्या तारखेपासून एक वर्षाच्या आत मंजूर





६. या सोबत जोडलेल्या स्थळ आराखड्यात आणि किंवा इमारतीच्या नकाशात निर्दिष्ट केल्या प्रमाणे इतक्या जोते क्षेत्रावर बांधकाम करण्या विषयी ही परवानगी देण्यांत आलेली आहे. सदर भूखंडातील नकाशात दर्शविल्या प्रमाणेच उद्भूत क्षेत्र विना बांधकाम मोकळे सोडले पाहिजे.

६अ) प्रस्तावित बांधकाम हे नकाशात दर्शविलेल्या मजल्या पेक्षा जास्त मजल्याचे असू नये.

७. प्रस्तावित इमारत किंवा कोणतेही काम (असल्यास) त्यांच्या बांधकामास सुरुवात करण्यापुर्वी अनुज्ञाग्राही व्यक्तीने (ग्रॅंटीने) मिरा भाईंदर महानगरपालिका यांची असे बांधकामकरणा विषयाची आवश्यक ती परवानगी मिळविणे हे अशा व्यक्तीवर बंधनकारक असेल.

८ अनुज्ञाग्राही व्यक्तीने सोबत जोडलेल्या नकाशात दर्शविल्या प्रमाणे सीमांतिक मोकळे अंतर (ओपन मार्जीनल डिस्टेंसेस) सोडले पाहिजे.

९. या आदेशाच्या दिनांका पासून एक वर्षाच्या कालावधीत अनुज्ञाग्राही व्यक्तीने अशा जमीनीचा विगर शेती प्रयोजनासाठी वापर करण्यास सुरुवात केली पाहिजे. मात्र वेळोवेळी असा कालावधी वाढविण्यांत आला असेल तर ती गोष्ट अलाहिदा. अनुज्ञाग्राही व्यक्तीने उपरोक्त प्रमाणे न केल्यास ही परवानगी रद्द करण्यांत आली असल्याचे समजण्यांत येईल.

१०. अनुज्ञाग्राही व्यक्तीने अशा जमीनीचे विगर शेतकी प्रयोजनार्थ वापर करण्यास ज्या दिनांका पासून सुरुवात केली असेल किंवा ज्या दिनांकास त्याने अशा जमीनीच्या वापरात बदल केला असेल तर तो दिनांक त्याने एक महिन्याच्या आंत तलाठ्या मार्फत ठाणे तहसिलदारांस कळविले पाहिजे. जर तो असे करण्यास चुकले तर महाराष्ट्र जमीन महसुल (जमीनीच्या वापरातील बदल व विगरशेतकी आकारणी) नियम १९६९ मधील नियम ६ अन्वये त्याच्यावर कार्यवाही करण्यास असा अनुज्ञाग्राही पात्र ठरेल.

११. सदरहू आदेशाच्या दिनांकापासून सदर अनुज्ञाग्राहीने त्या जमिनीच्या संबंधात दर चौ.मी. मागे ०-८९-४ रुपये दराने विगर शेतकी आकारणी दिली पाहिजे. उक्त प्रमाणदर हा दिनांक ३१/७/२००६ या हमी कालावधी पर्यंत अंमलात राहील. किंवा परवानगीच्या तारखेच्या पूर्वलक्षी प्रभावाने अथवा त्यानंतर अंमलात येणारे विनशेती दराने विनशेती आकार देणे बंधनकारक राहिल. अशा जमिनीच्या वापरात कोणत्याही प्रकारचा बदल करण्यांत आला तर त्या प्रसंगी निराळ्या दराने विगर शेतकी आकारणीच्या हमीची मुदत अजून समाप्त व्हावयाची आहे ही गोष्ट विचारांत घेण्यांत येणार आहे. मात्र (अक्षरी रु. एक हजार पाचशे मात्र) १२. सदर जागेची अती तातडीची मोजणी फी रक्कम रु.१५०००/- (अक्षरी रु. एक हजार पाचशे मात्र) चलन क्र.३००/०६ दिनांक १/६/२००६ अन्वये शासन जमा केले आहे.

१३. भूमापन विभागाकडून जमीनीची मोजणी करण्यांत आल्यानंतर अशा जमीनीच्या क्षेत्रफळ आढळून येईल तितक्या क्षेत्रफळानुसार या आदेशात आणित सनदीमध्ये नमूद केलेले क्षेत्र तसेच विगरशेतकी आकारणी यांत बदल करण्यांत येईल.

१४. सदर जमीनीच्या विगरशेतकी वापरास प्रारंभ केल्याच्या दिनांका पासून एक वर्षाच्या कालावधीत अनुज्ञाग्राहीने अशा जमीनीवर आवश्यक ती इमारत बांधली पाहिजे. अन्यथा सदरहू आदेश रद्द समजण्यांत येईल. व अनुज्ञाग्राही यांना अकृषिक परवानगीसाठी नव्याने अर्ज सादर करावा लागेल.

१५. पुर्वीच मंजूर केलेल्या नकाशावरहुकुम अगोदरच बांधलेल्या इमारतीत अनुज्ञाग्राहीने कोणतीही भर घालता कामा नये किंवा ती मध्ये कोणताही फेरबदल करता कामा नये. मात्र अशी भर घालण्यासाठी किंवा फेरबदल करण्यासाठी जिल्हाधिका-यांची परवानगी घेतली असेल आणि अशा भरीचे किंवा फेरबदलाचे नकाशे मंजूर करून घेतले असतील तर ती गोष्ट वेगळी.

१६. अनुज्ञाग्राही व्यक्तीने आजुबाजुच्या परिसरांत अस्वच्छता व घाण निर्माण होणार नाही अशा रीतीने आपल्या स्वतःच्या खर्चाने आपली पाणीपुरवठ्याची व सांडपाण्याचा निचरा करण्याची व्यवस्था केली पाहिजे.

१७. जमीनीच्या विगरशेतकी वापरास प्रारंभ केल्याच्या दिनांका पासून एक महिन्याच्या कालावधीत अनुज्ञाग्राही व्यक्तीने महाराष्ट्र जमीन महसुल (जमीनीच्या वापरात बदल व विगरशेतकी आकारणी) नियम १९६९ यातील अनुसूची पाच मध्ये दिलेल्या नमून्यात एक सनद कळविलेली.



१८अ. या आदेशात आणि सनदीमध्ये नमूद केलेल्या शर्तीपैकी कोणत्याही शर्तीचे अनुज्ञाग्राही व्यक्तीने उल्लंघन केल्यास उक्त अधिनियमाच्या उपबंधान्वये असा अनुज्ञाग्राही ज्या कोणत्याही शास्तीस पात्र ठरेल त्या शास्तीस बाधा न येऊ देता ठाण्याच्या जिल्हाधिका-यास तो निर्दिष्ट करेल असा दंड आणि आकारणी भरल्यानंतर उक्त जमीन किंवा भूखंड अर्जदाराच्या ताब्यात राहू देण्याचा अधिकार असेल.

१८ब. वरील खंड अ) मध्ये काहीही अंतर्भूत असले तरीही या परवानगीच्या तरतूदीविरुद्ध जाऊन कोणतीही इमारत किंवा बांधकाम उभे करण्यांत आले असेल किंवा तरतूदी विरुद्ध या इमारतीच्या किंवा बांधकामाचा वापर करण्यांत आला असेल तर विनिर्दिष्ट मुदतीच्या आंत अशा रीतीने उभारलेली इमारत काढून टाकण्या विषयी किंवा तीत फेरबदल करण्याविषयी ठाण्याच्या जिल्हाधिका-याने निर्देश देणे विधी संमत असेल. तसेच ठाण्याच्या जिल्हाधिका-याला अशी इमारत किंवा बांधकाम काढून टाकण्याचे किंवा तीत फेरबदल करण्याचे काम करवून घेण्याचा किंवा त्या प्रीत्यर्थ आलेला खर्च अनुज्ञाग्राही व्यक्तीकडून जमीन महसुलाची थकबाकी म्हणून वसूल करून घेण्याचा अधिकार असेल.

१९. दिलेली ही परवानगी मुंबई कुळवढिवाट व शेतजमीन अधिनियम १९४८, महाराष्ट्र ग्रामपंचायत अधिनियम आणि नगरपालिका अधिनियम इ.सारख्या त्या वेळी अंमलात असलेल्या इतर कोणत्याही कायद्याचे कोणतेही उपबंध प्रकरणाच्या अन्य संबंधीत बाबींच्या बाबतीत लागू होतील. त्या उपबंधाच्या अधिन असेल.

२०. अनुज्ञाग्राही यांनी विगरशेतकी आकारणीच्या पाचपट रक्कम रु.५१८५/- (अक्षरी रु.पाच हजार एकशे पंचाऐशी मात्र) रुपांतरीत कर (कन्व्हर्शन टॅक्स) म्हणून तहसिलदार ठाणे यांचे कडील पावती क्र. ५९९५०२५ दि. १/०६/२००६ अन्वये सरकार जमा केली आहे.

२१. अनुज्ञाग्राही यांनी मिरा भाईंदर महानगरपालिका यांचे कडील मंजूर नकाशावरहुकुमच बांधकाम केले पाहिजे.

२२. अनुज्ञाग्राही यांनी मिरा भाईंदर महानगरपालिका यांचे कडिल बांधकाम नकाशा व्यतिरिक्त जादा बांधकाम केल्यास अगर बांधकामा मध्ये बदल करून जादा चटईक्षेत्र निर्देशांक वापरल्यास अनुज्ञाग्राही हे महाराष्ट्र प्रादेशिक नगररचना अधिनियम १९६६ चे कलम ५२ अन्वये फौजदारी स्वरुपाचा गुन्हा दाखल करण्यास पात्र रहातील व असे जादा बांधकाम दूर करण्यास पात्र राहील.

२३. अपर जिल्हाधिकारी व सक्षम प्राधिकारी, ठाणे नागरी संकुलन ठाणे यांचे कडील आदेश क्र. युएलसी/टीए/डब्ल्यूएसएचएस/२०/एसआर-१३५३ दिनांक १२/९/२००३ अन्वये प्रश्नांकित जागे मध्ये नागरी कमाल जमीन धारणा कायदा १९७६ चे कलम २० अन्वये योजना मंजूर केलेली असून सदर आदेशा मध्ये नमूद केले प्रमाणे ठराविक मापाच्या सदनिका बांधणे हे परवानगीधारक यांच्यावर बंधनकारक राहील. त्याच प्रमाणे ज्या सदनिका शासनाकडून आदेश त त्यांचा ताबा शासनास देणे परवानगीधारक यांचेवर बंधनकारक राहील.

२४. या प्रकरणात पिण्याच्या पाण्याची सोय करण्याची जबाबदारी अनुज्ञाग्राही यांचेवर राहील. आणि पिण्याच्या पाण्याची सोय झाली आहे किंवा कसे या बाबतीत खात्री झाल्याशिवाय मिरा भाईंदर महानगरपालिकेने संबंधित विकासकास इमारत वापर परवानगी देऊ नये.

( नंदकुमार जंजे )  
जिल्हाधिकारी ठाणे

ट न न - १०  
८६७९/२०११  
५२ - १००

प्रति,

श्री. गंगाधर गोविंद भोईर व इतर  
रा. मिरा गांव ता. जि. ठाणे

निर्गमित केले



This is a  
Colour Xerox

# मिरा भाईंदर महानगरपालिका

मुख्य कार्यालय, भाईंदर (प.),  
छत्रपती शिवाजी महाराज मार्ग, ता. जि. ठाणे - ४०१ १०१



जा. क्र. मि.भा./मनपा/नर/-3434/-06-05

दिनांक :- 31/12/05

जमीन/जागामालक - श्री. भारत गोविंद पाटील व ईतर, श्री. बळवंत जैराम पाटील व ईतर  
अधिकार पत्रधारक - मे. जांगिड डेव्हलपर्स प्रा.लि.  
द्वारा - वास्तुविशारद - मे. नकाशा आर्किटेक्ट

विषय :- मिरा भाईंदर महानगरपालिका क्षेत्रातील मौजे - मिरा  
सर्वे क्र./ हिस्सा क्र. १७२/३पै., पै., ६पै., १६६/१पै., १पै.  
या जागेत नियोजित बांधकामास बांधकाम प्रारंभपत्र  
मिळणेबाबत.

- संदर्भ :- १) आपला दि. ०७/०९/२००७ चा अर्ज.  
२) मे. सक्षम प्राधिकारी नागरी संकुलन ठाणे यांचेकडील आदेश क्र.  
यु.एल.सी./टी.ए/मिरा/एस.आर-२५९, दि. १०/०८/१९८८  
यु.एल.सी./टी.ए-२०/एसआर-१३५३, दि. १२/०९/०३  
ची मंजूरी.  
३) मा. जिल्हाधिकारी ठाणे यांचेकडील अकृषिक परवानगी  
आदेश क्र. महसूल/क-१/मेज-१/एनएपी/एसआर-६७/९२,  
दि. ०८/०९/९२, महसूल/क-१/टे-१/एनएपी/एसआर-१०८/०५,  
दि. ०१/०६/०६.  
४) अग्निशमन विभागाकडील पत्र क्र. मनपा/अग्नि/५५९/०६-०७,  
दि. २०/०३/०७ व मनपा/अग्नि/२०८/०७-०८,  
दि. ०४/०१/०८ अन्वये तात्पुरता नाहरकत दाखला.  
५) या कार्यालयाचे पत्र क्र. मिभा/मनपा/नर/१४६६/२००६-०७,  
दि. ०१/०८/२००६ अन्वये बांधकाम परवानगी.

-: सुधारीत बांधकाम प्रारंभपत्र :-  
(फक्त जोत्यापर्यंत)



महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ च्या कलम ४५ अन्वये व मुंबई  
प्रांतिक महानगरपालिका अधिनियम १९४९ चे कलम २५३, २५४ (प्रकरण १२ सह)  
विकास कार्य करण्यासाठी / बांधकाम प्रारंभपत्र मिळण्यासाठी आपण विनंती केले नुसार  
मिरा भाईंदर महानगरपालिका क्षेत्रातील मौजे - मिरा सि.स.नं./सर्वे क्र./हिस्सा क्र.  
१७२/३पै., पै., ६पै., १६६/१पै., १पै. या जागेतील रेखांकन, इमारतीचे बांधकाम नकाशांस  
बालील अटी व शर्तीचे अनुपालन आपणाकडून होण्याच्या अधीन राहून ही मंजूरी देण्यात  
येत आहे.

- १) सदर भूखंडाचा वापर फक्त बांधकाम नकाशात दर्शविलेल्या रहिवास  
वापरासाठीच करण्याचा आहे.  
२) सदरच्या बांधकाम परवानगीने आपणास आपल्या हक्कात नसलेल्या जागेवर  
कोणतेही बांधकाम करता येणार नाही.

ट न न - १०
८६७१/२०११
५५ - ७५



This is a  
Colour Xerox

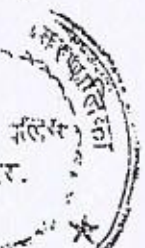
निरिक्षक भूमि अभिलेख ठाणे यांनी प्रमाणीत केलेली नकाशाची प्रत या कार्यालयाच्या अभिलेखार्थ दोन प्रतीमध्ये पाठविणेची आहे व त्यास मंजूरी घेणे आवश्यक आहे.

- ४) सदर भूखंडाची उपविभागणी महानगरपालिकेच्या पूर्वपरवानगीशिवाय करता येणार नाही. तसेच मंजूर रेखांकनातील इमारती विकसीत करण्यासाठी इतर/दुस-या विकासकास अधिकार दिल्यास / विकासासाठी प्रधिकृत केल्यास दुय्यम / दुस-या विकासकाने मंजूर बांधकाम नकाशे व चटई क्षेत्राचे व परवानगीत नमूद अटी व शर्तीचे उल्लंघन केल्यास/पालन न केल्यास या सर्व कृतीस मुळ विकासक व वास्तुविशारद जबाबदार राहील.
- ५) या जागेच्या आजुबाजुला जे पुर्वीचे नकाशे मंजूर झाले आहेत त्याचे रस्ते हे सदर नकाशातील रस्त्याशी प्रत्यक्ष मोजणीचे व सिमांकनाचे वेळी सुसंगत जुळणे आवश्यक आहे. तसेच या जागेवरील प्रस्तावीत होणा-या बांधकामास रस्ते संलग्नित ठेवणे व सार्वजनिक वापरासाठी खुले ठेवणेची जबाबदारी विकासक/वास्तुविशारद / धारक यांची राहील. रस्त्याबाबत व वापराबाबत आपली / धारकाची कोणतीही हरकत असणार नाही.
- ६) नागरी जमीन धारणा कायदा १९७६ चे तरतुदींना व महाराष्ट्र जमीन महसुल अधिनियम च्या तरतुदीस कोणत्याही प्रकारची बाधा येता कामा नये व या दोन्ही कायद्यान्वये पारीत झालेल्या व यापुढे वेळोवेळी होणा-या सर्व आदेशाची अंमलबजावणी करण्याची जबाबदारी विकासक व वास्तुविशारद इतर धारक यांची राहील.
- ७) रेखांकनात /बांधकाम नकाशात इमारतीचे समोर दर्शविण्यात / प्रस्तावीत करण्यात आलेली सामासीक अंतराची जागा ही सार्वजनिक असून महानगरपालिकेच्या मालकीची राहील व या जागेचा वापर सार्वजनिक रस्त्यासाठी /रस्ता स्वीकरणासाठी करण्यात येईल. याबाबत अर्जदार व विकासक व इतर धारकांचा कोणताही कायदेशीर हक्क असणार नाही.
- ८) मालकी हक्काबाबतचा वाद उत्पन्न झाल्यास त्यास अर्जदार विकासक, वास्तुविशारद, धारक व संबंधीत व्यक्ती जबाबदार राहतील. तसेच वरील जागेस याच मार्ग उपलब्ध असल्याची व जागेच्या हद्दी जागेवर प्रत्यक्षपणे जुळविण्याची जबाबदारी अर्जदार, विकासक, वास्तुविशारद यांची राहील. यामध्ये तफावत निर्माण झाल्यास सुध्दरीत मंजूरी घेणे क्रमप्राप्त आहे.
- ९) मंजूर रेखांकनातील रस्ते, ड्रेनेज, गटारे व खुली जागा (ओरिजिनल) अर्जदाराने / विकासकाने महानगरपालिकेच्या नियमाप्रमाणे पूर्ण करून सुविधा सार्वजनिक वापरासाठी कायम स्वरूपाे खुली ठेवणे बंधनकारक राहील.
- १०) मंजूर रेखांकनातील इमारतीचे नियमावलीनुसार जोत्याचे प्रमाणपत्र प्राप्त केल्याशिवाय उर्वरीत बांधकाम करण्यात येऊ नये.
- ११) इमारतीस उदवाहन, अग्निशामक तरतुद, पाण्याची जमिनीवरील व इमारतीवरील अशा दोन टाक्या, दोन इलेक्ट्रीक पंपसेटसह तरतुद केलेली असली पाहिजे.
- १२) महानगरपालिका आपणांस बांधकामासाठी व पिण्यासाठी व इतर कारणासाठी पाणी पुरवठा करण्याची हमी घेत नाही. याबाबतची सर्व जबाबदारी विकासक/धारक यांची राहील. तसेच सांडपाण्याची सोय व भैलविसर्जनाची व्यवस्था करण्याची जबाबदारी विकासकाची/ धारकाची राहील.





मंजुरी/नं/3434/06-05 दि. 31/9/2005



१३) अर्जदारा स.नं., हि.नं., सोजे, महानगरपालिका मंजूरी, बिल्डरचे नाव, आर्किटेक्चरचे नाव, अकृषिक मंजूरी व इतर मंजूरींचा तपशील दर्शविणारा फलक प्रत्यक्ष जागेवर लावण्यात आल्यानंतरच इतर विकास कामास सुरुवात करणे बंधनकारक राहिल. तसेच सर्व मंजूरीचे मुळ कागदपत्र तपासणीसाठी/निरीक्षणासाठी जागेवर सर्व कालावधीसाठी उपलब्ध करून ठेवणे ही वास्तुविशारद व विकासक यांची संयुक्त जबाबदारी आहे. अशी कागदपत्रे जागेवर प्राप्त न झाल्यास तातडीने काम बंद करण्यात येईल.

१४) मंजूर रेखांकनातील इमारतीचे बांधकाम करण्यापूर्वी मातीची चाचणी (Soil Test) घेऊन व बांधकामाची जागा भूकंप प्रवण क्षेत्राचे अनुषंगाने सर्व तांत्रिक बाबी विचारात घेऊन (Specifically earthquake of highest intensity in seismic zone should be considered) आर.सी.सी. डिझाईन तयार करून संबंधीत सक्षम अधिका-यांची मंजूरी घेणे. तसेच इमारतीचे आयुष्यमान, वापर, बांधकाम चालू साहित्याचा दर्जा व गुणवत्ता व अग्नि क्षमण व्यवस्था याबाबत नॅशनल बिल्डींग कोड प्रमाणे तरतुदी करून कार्यान्वीत करणे तसेच बांधकाम चालू असतांना तांत्रिक व अंतांत्रिक कार्यवाही पूर्ण करून त्याची पालन करण्याची जबाबदारी अर्जदार, विकासक, स्ट्रक्चरल अभियंता, वास्तुविशारद, बांधकाम पर्यवेक्षक, धारक संयुक्तपणे राहिल.

१५) रेखांकनातील जागेत विद्यमान झाडे असल्यास तोडण्यासाठी महानगरपालिकेची व इतर विभागांची पूर्व मंजूरी प्राप्त करणे बंधनकारक आहे. तसेच खुल्या जागेत वृक्षारोपण करण्यात यावे.

१६) मंजूर बांधकाम नकाशे व जागेवरील बांधकाम यामध्ये तफावत असल्यास नियमावलीनुसार त्वरीत सुधारीत बांधकाम नकाशांना मंजूरी घेणे बंधनकारक आहे अन्यथा हे बांधकाम मंजूर विकास नियंत्रण नियमावलीनुसार अनधिकृत ठरते त्यानुसार उक्त अनधिकृत बांधकाम तोडण्याची कार्यवाही करण्यात येईल.

१७) यापूर्वी पत्र क्र. ... दि. ... अन्वये /यासोबतच्या मंजूर रेखांकनात प्रस्तावित केलेल्या इमारतीचे बांधकाम खालीलप्रमाणे मर्यादित ठेवून त्यानुसार कार्यान्वीत करणे बंधनकारक राहिल.

अ.क्र.	इमारतीचे नांव/प्रकार	संख्या	तळ + मजले	प्रस्तावित बांधकाम
१	१	१	स्टिल्ट + पण्डियम + १३	चौ.मी. ४६०३.६८
			जास्तीचे बाल्कनी क्षेत्र	३८.०७
एकूण				४७२१.७५ चौ.मी.

९०  
६०७/२०८९



बांधकाम साहित्य रस्त्यावर व सार्वजनिक ठिकाणी ठेवता येणार नाही. याबाबतचे उल्लेख झाल्यास महानगरपालिकेकडून आपणाविरुद्ध दंडात्मक कार्यवाही करण्यात येईल.

१९) इमारतीचे बांधकामाबाबत व पूर्णत्वाबाबत नियमावलीतील बाब क्रं. ४३ ते ४६ ची काटेकोरपणे अंमलबजावणी करण्याची संपूर्ण जबाबदारी विकासक, वास्तुविशारद, स्ट्रक्चरल अभियंता, बांधकाम पर्यवेक्षक व धारक यांची राहिल.

२०) महानगरपालिकेने मंजूर केलेले बांधकाम नकाशे व बांधकाम प्रारंभ पत्र रद्द करण्याची कार्यवाही खालील बाबतीत करण्यात येईल व मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९ व महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ च्या तरतुदीनुसार संबंधितांविरुद्ध विहित कार्यवाही करण्यात येईल.

१) मंजूर बांधकाम नकाशाप्रमाणे बांधकाम न केल्यास.

२) मंजूर बांधकाम नकाशे व प्रारंभ पत्रातील नमुद सर्व अटी व शर्तीचे पालन होत नसल्याचे निदर्शनास आल्यास.

३) प्रस्तावित जागेचे वापरात महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ व इतर अधिनियमांनुसार प्रस्तावाखालील जागेच्या वापरात बदल होत असल्यास अथवा वापरात बदल करण्याचे नियोजित केल्यास.

४) महानगरपालिकेकडे सादर केलेल्या प्रस्तावात चुकीची माहिती व विधी ग्राह्यता नसलेली कागदपत्रे सादर केल्यास व प्रस्तावाच्या अनुषंगाने महानगरपालिकेची दिशाभूल केल्याचे निदर्शनास आल्यास या अधिनियमाचे कलम २५८ अन्वये कार्यवाही करण्यात येईल.

२१) प्रस्तावीत इमारतीमध्ये तळमजल्यावर स्टिल्ट (Stilt) प्रस्तावीत केले असल्यास स्टिल्टची उंची मंजूर बांधकाम नकाशाप्रमाणे ठेवण्यात यावी व या जागेचा वापर वाहनतळासाठीच करण्यात यावा.

२२) मंजूर बांधकाम नकाशातील १५.० मी. पेक्षा जास्त उंचीचे इमारतीचे अग्निशमन व्यवस्थेबाबत सक्षम अधिका-याचे 'ना हरकत प्रमाणपत्र' सादर करण्यात यावे आहे.

२३) मंजूर रेखांकनाच्या जागेत विद्यमान इमारत तोडण्याचे प्रस्तावीत केले असल्यास विद्यमान बांधकामक्षेत्र महानगरपालिकेकडून प्रमाणीत करून घेतल्यानंतर विद्यमान इमारत तोडून नवीन बांधकामास प्रारंभ करणे बंधनकारक आहे.

२४) प्रस्तावातील इमारतीचे बांधकाम पूर्ण झाल्यानंतर नियमप्रमाणे पूर्ण झालेल्या इमारतीस प्रथम वापर परवाना प्राप्त करून घेणे व तेव्हापासून इमारतीचा वापरासाठी वापर करणे अनिवार्य आहे. महानगरपालिकेकडून वापर परवाना न घेता इमारतीचा वापर चालू असल्याचे निदर्शनास आल्यास वास्तुविशारद, विकासक व धारक यांच्यावर व्यक्तीशः कायदेशीर कार्यवाही करण्यात येईल.

२५) पुर्वविकसीत / नव्याने, पूर्ण होणा-या इमारतीमध्ये विद्यमान रहिवाशांना सामावून घेण्याची कायदेशीर जबाबदारी वास्तुविशारद, विकासक व धारक यांची राहिल. याबाबतची सर्व कायदेशीर पुर्तता (विकासकाने रहिवाशांसोबत करावयाचा करारनामा व इतर बाबी) विकासकाने / धारकाने करणे बंधनकारक राहिल.

२६) या मंजूरीची मुदत दि. ३/११/०५ पासून दि. २/१/०८ पर्यंत राहिल. तदनंतर महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ चे तरतुदीनुसार विहित कालावधीसाठी नुतनीकरण करण्यात येईल. याबाबतची मंजूरी कायदेशीररीत्या आपोआप रद्द होईल.



- २८) यापुर्वीचे पत्र क्र. भिभा/मनपा/नर/१४६६/२००३-०७, दि.०१/०८/२००३ मधील अन्वये देण्यात आलेली मंजूरी रद्द करण्यात येत आहे.
- २९) सदरच्या आदेशातील नमूद अटी व शर्तीचे पालन करण्याची जबाबदारी अर्जदार, वास्तुविशारद, विकासक, अधिकार पत्रधारक, बांधकामपरीक्षक - स्ट्रक्चरल अभियंता व धारक यांची राहिल.
- ३०) जागेवर रेन वॉटर हार्वेस्टिंगची व्यवस्था करणे तसेच अग्निशमन व्यवस्था करणे व त्याबाबत महानगरपालिकेचे अग्निशमन विभागाकडील नाहरकत दाखला सादर करणे आपणावर बंधनकारक राहिल.
- ३१) प्रस्तावित इमारतीसाठी भोगवटा दाखल्यापुर्वी सौर उर्जा वरिल पाणी गरम करण्याची व्यवस्था (सॉलार वॉटर हिटिंग सिस्टीम) बसवून कार्यान्वीत करणे आपणावर बंधनकारक राहिल.
- ३२) भोगवटा दाखल्यापुर्वी वृक्ष प्राधिकरणाकडील नाहरकत दाखला सादर करणे बंधनकारक राहिल.
- ३३) प्रा. जिल्हाधिकारी, ठाणे यांचेकडील अकृषिक परवानगीच्या आदेशाबाबत अटीशर्तीची पूर्तता करणे आपणावर बंधनकारक राहिल.
- ३४) आपण सादर केलेल्या शपथपत्राचे पालन करणे बंधनकारक राहिल.
- ३५) सदर जागेच्या मालकीबाबत न्यायालयात दावा प्रलंबीत नसल्याबाबत आपण प्रतिलापत्र दि.१४/०२/२००७ रोजी दिलेले आहे. याबाबत काहीही विसंगती आढळून आल्यास दिलेली परवानगी रद्द करण्यात येईल.
- ३६) पोलिसां साठीचा अग्निशमन विभागाकडील नाहरकत दाखला सादर जागेवर प्रत्यक्षात काम सुरू करता येणार नाही.

This is a  
Colour Xerox

मनपा/नर/३५३५/०७/०५



आयुक्त

भिरा भाईंदर महानगरपालिका

- सावधान -

“मंजूर बांधकाम नकाशे व पारंप पत्रात नमूद अटी व शर्तीचे पालन न करता बांधकाम केल्यास व नियमावलीनुसार आवश्यक असलेल्या परवानग्या न घेता बांधकाम करणे व वापर करणे नैकायदेशीर असून सदरहू बांधकाम अनधिकृत ठरते व अनधिकृत बांधकामाबाबत महाराष्ट्र प्रादेशीक व नगररचना अधिनियम १९६६ च्या तरतुदीनुसार दखलपत्र गुन्हा ठरून संबंधीत व्यक्ती शिक्केस पात्र ठरतात.”

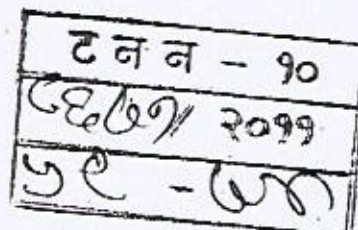
एन न - १०
८६६७/२०११
५८ - ७२



ANNEXURE - V

LIST OF AMENITIES

- 1] Ceramic Tile Flooring
- 2] Granite Platform
- 3] Concealed plumbing with quality fittings
- 4] Adequate Electricity Points
- 5] Full Glazed Tiles Dado in Bathroom & W.C.
- 6] Good Quality Lifts



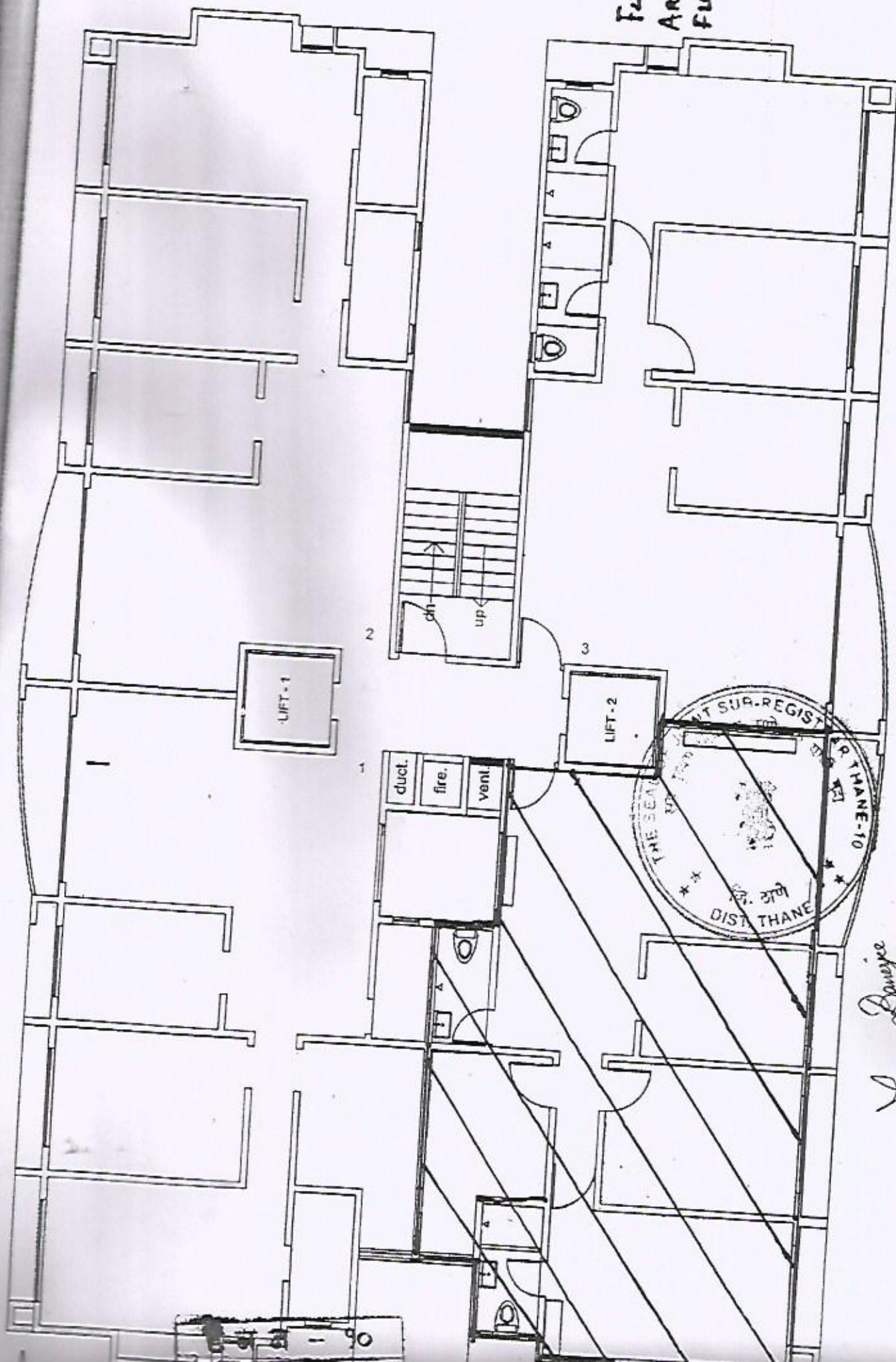
*Handwritten signature: V. Bhaugya*

*Handwritten signature: Sant Kumar Tilwary*



# FLOOR PLAN

FLAT NO 2  
AREA 93.3  
FLOOR 8th





भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE  
HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA  
INDIA NON JUDICIAL

15 JUN 2010



MAHARASHTRA

007725

CX 617677

15 JUN 2010

गुदांक प्रमुख लिपिक  
कोषाध्यक्ष कार्यालय, ठाणे  
11 JUN 2010

क्रमांक ..... दिनांक .....  
प्रमोद आर. दुवे (LSV No 06)  
पावसा धामक, मुद्रांक विक्रेता  
६, आदेश्वर कुंभा, शांती पार्क,  
मीरा रोड (पू.), थाने 401 107  
हस्ताक्षर/श्रीमती ..... Jangid Group.  
हस्ताक्षर ..... P. S. Mishra  
पंजीत ह. .... चा मुद्रांक विक्रेता  
2810 9854  
पंजीत



IRREVOCABLE POWER OF ATTORNEY

TO ALL THOSE TO WHOM THESE PRESENT SHALL COME, I  
PURSHOTTAM LEELARAM JANGID, an adult, Indian Inhabitant,  
Partner of M/s. JANGID DEVELOPERS a Registered Partnership  
concern having its administrative Office at Jangid House, Opp.  
Jangid Complex, M.T.N.L. Road, Mira Road (E) 401 107, Dist. Thane  
, SEND GREETINGS.

*Purshottam Jangid*

*Purshottam Jangid*

टन न - 90  
1010



WHEREAS, due to my absence from time to time I cannot attend, sign and look after and being unable to personally be present to handle the various affairs and/or for registration of Agreement for Sale of Flat Purchasers developed by **M/s. Jangid Developers** and therefore the reasons of convenience, it is expedient and necessary that I should appoint an attorney/s and confer upon him the powers hereinafter stated.

NOW THESE PRESENTS WITNESS and I the said **PURSHOTTAM LEELARAM JANGID** do hereby nominate, constitute and appoint **MR. SWAPNIL ARVIND GHELANI** Sales Manager of **M/s. Jangid Developers** an adult, Indian Inhabitant, having office address at Jangid House, M.T.N.L. Road, Opp. Jangid Complex, Mira Road (E) 401 107 Dist. Thane, to act as my true and lawful attorney for me and in my name and on behalf of **M/s. Jangid Developers** and on my behalf to do or cause to be done all or any of the following deeds, matters and things that is to say:

- 1] If and when my said attorney may think fit, to enter into Agreements, deeds, documents etc. and to complete all the formalities of registration of Agreement for Sale of Flat Purchasers related to **M/s. Jangid Developers**. (Hereinafter referred to as J.D. properties.)
- 2] To execute, sign, enter into, acknowledge, perfect, and to do all such conveyance, leases, mortgages, transfers, instruments, Agreements, surrenders, releases, deeds, confirmations, rectifications, other acts and things which shall be requisite or as my said attorney may deem necessary and proper in relation to the affairs of J.D. properties.
- 3] To sign, execute, present for registration, admit execution of, register or otherwise perfect or cause to be signed, executed, registered and perfected any Agreement, confirmations, rectifications, assignments, assurances which may in the opinion of my said attorney be expedient and necessary in respect of J.D. properties.

टन न - ९०  
८६७९/२०१९



4] To sign any application reply for obtaining any Certificate in J.D.'s name from the competent authority and to do all the acts, deeds, things, matters for the sale of J.D. Properties to any prospective buyer or purchaser.

5] To adjust, settle, compromises, or submit to arbitration any accounts, debts, claims and demands, disputes and matters touching any of the matters aforesaid or any other matters which may now be subsisting or may hereafter arise between me and any other persons or person or between my said attorney or other person or persons in respect of any of J.D. Properties.

6] To represent me before all Government, Municipal, Revenue Authority, Sub-Registrar of Assurance for registration of Agreements signed by me for Agreements executed by me related to J.D. Properties.

To register before Sub-registrar of Assurance and/or Registrar of Assurance any document and/or Agreement and/or Conveyance deed and/or Power of Attorney and/or any other Affidavit/declaration or any other documents which is required to be registered, signed by me i.e. on behalf of me and as a Partner of J.D.

AND GENERALLY to act as my attorney or my agent in relation to any of J.D. properties and all other matters concerning thereof and to do on my behalf and on behalf of J.D. and execute and do all instruments, acts, deeds, matters and things as fully and effectually in all respects as I myself could do if personally present.



AND I hereby for myself, my heirs, executors, and administrators, ratify and confirm and agree to ratify and confirm whatsoever my said attorney or substitutes or substitute acting under him shall lawfully do or purport to do or be done by virtue of these presents.



IN WITNESS WHEREOF I, the said **PURSHOTTAM-LEELARAM JANGID** hereunto set my hand on Date 2/7/2010

SIGNED SEALED & DELIVERED By

The Withinnamed "The Executant"

**PURSHOTTAM LEELARAM JANGID**

Partner of M/s. JANGID DEVELOPERS

In presence of .....

*Purshottam Jangid*

*P. S. Jangid*



I accept, confirm and acknowledge the same

*Swapnil Arvind Ghelani*



(MR. SWAPNIL ARVIND GHELANI)



टन न - 90
६६७१/२०११
६०४-७४



भारत सरकार  
INCOMETAX DEPARTMENT  
BURSHOTTAM L JANGID  
DEELARAM SAGTARAM JANGID  
20/08/1988  
AGAR 16022B


भारत निवडणूक आयोग  
ओळखपत्र  
ELECTION COMMISSION OF INDIA  
IDENTITY CARD  
YJE2723039




मतदाराचे नांव : स्वपनील अरविंद घेलानी  
Elector's Name : Svapanil Arvind Ghelani  
वडिलांचे नांव : अरविंद घेलानी  
Father's Name : Arvind Ghelani  
लिंग / Sex : पुरुष / MALE  
जन्म तारीख / Date of Birth : XX/XX/1978



ट न न - 90  
८६७७ २०११  
६७ - १५५

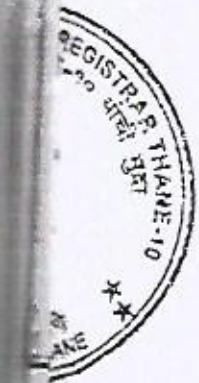


INCOME TAX DEPARTMENT  
GOVT OF INDIA

PANKAJ A GODA  
AMRUTLAL GODA

01/03/1964  
Permanent Account Number  
AJXPG8905C

Signature

*[Handwritten signature]*



IDENTITY CARD

PATEL ENGINEERING LTD

Name :- Mr. Rahul Suryarao


Designation :- Supervisor

Date of issue :- 01/10/08

Date of expiry :- 30/09/16

For Patel Engineering Ltd

Signature authority



*Ramona*



ट न न - १०
८६७९
६६०



विधुन दोगारः

(10)

१/ श्री पुष्पलाल लिलाराम जोगी

वयः स्मरान

रा. जोगी डाकस एम. डी. एन. एल  
बेड. मिरारो (पुन) हाणे.

Pushottar Jangid

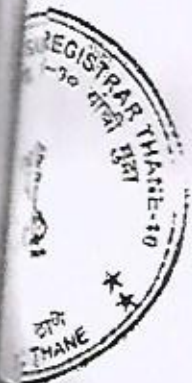
विधुन दोगारः

१/ श्री स्वपनीम अरविंद दोलानी

वयः स्मरान

रा. जोगी डाकस एम. डी. एन. एल  
बेड. मिरारो (पुन) हाणे.

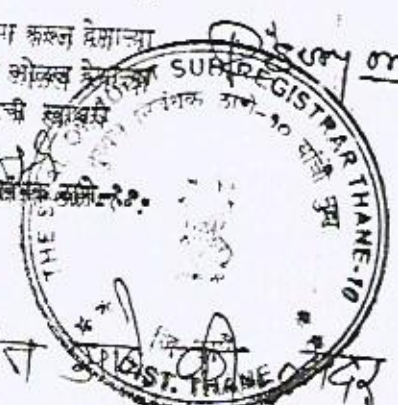
Swapani Aravind Dolani



वयः स्मरान १०/१०/२०१०  
श्री पुष्पलाल लिलाराम जोगी  
वयः स्मरान जोगी डाकस एम. डी. एन. एल  
बेड. मिरारो (पुन) हाणे  
कलन दिले व. त्याच्या ओळखी दिवशी  
श्री. १) पुष्पलाल लिलाराम मिरारो (पुन)  
२) विधुन दोगार मिरारो (पुन)  
हे खात्री करवितात.

Signature

सहकारनाम करून देणारा  
अनुक्रमक नं. १०५/२०१०  
प्रमाणित की १००१  
सहकारी ओळख देणारा  
हस्ताक्षरी  
सह. दुसरा निवेदन क्रमांक-२३.



टीप :- प्रमाणित करण्यात येत असलेली  
सहकार पत्रा मध्ये एकूण सात पाने  
असून कुठल्याही पाना वर स्वाक्षरे किंवा  
दुरुस्ती केलेली नाही.



Signature



अप्पर जिल्हाधिकारी व सक्षम प्राधिकारी

ठाणे नागरी संकुलन, ठाणे यांचे कार्यालय

जिल्हाधिकारी इमारत, दालन क्र. २७, कोर्ट नाका, ठाणे (प) ४०० ६०९.

जा.क्र.युएलसी/टिए/एटीपी/कलम २०/एस आर १३५३

दिनांक :- 18 JUL 2010

प्रति,

श्री. गंगाधर गोविंद भोईर व इतर (जमिनधारक)

द्वारा:- मे. जांगीड डेव्हलपर्स प्रा.लि.

जांगीड हाऊस, जांगीड कॉम्प्लेक्स,

मिरा-भाईंदर रोड, मिरा रोड (पूर्व)

विषय :- नागरी जमिन (कमाल धारणा व विनियमन) अधिनियम,

१९७६ कलम २० खालील गृहबांधणी योजनेची

अंमलबजावणी करण्यास मुदतवाढ देण्याबाबत..

जमिनधारक :- श्री. गंगाधर गोविंद भोईर व इतर

मौजे :- मिरा, ता.जि. ठाणे

जु.स.क्र. :- १६६/१पै

न.स.क्र. ३७/१पै

क्षेत्र :- ११६० ०० चौ.मी.

संदर्भ :- शासनाचे पत्र क्र.नाजक मुदत १०१०/प्र.क्र.३०३/  
नाजकशा २ दि. २८/०७/२०१०

संदर्भित पत्रान्वये शासनास सादर केलेल्या अहवालाच्या अनुषंगाने विषयांकित योजनेतील बांधकाम पूर्ण करण्यासाठी दि. ०१/०३/२००८ पासून रु. १०/- प्रती चौ.मी. वर दंड आकारून या पत्राच्या निर्गमित दिनांकापासून एक वर्षाची दंडात्मक मुदतवाढ देण्यास निर्धारित शासनाने घेतला आहे. त्यानुसार मुदतवाढ दंड रु. ४,१६,०४२/- (अक्षरी रुपये चार लाख सोळा हजार बेचाळी फक्त) या कार्यालयात दिनांक १६/०८/२०१० रोजी डिमांड ड्राफ्ट मरणा केला आहे.

सबब, शासनाचे संदर्भित पत्राच्या आदेशानुसार सदर योजनेची अंमलबजावणी पूर्ण करण्यासाठी दि. ०१/०३/२०११ पर्यंत मुदतवाढ मंजूर करिता योजनेची अंमलबजावणी पूर्ण करण्यासाठी दि. ०१/०३/२०११ पर्यंत मुदतवाढ मंजूर करण्यात येत आहे.

वरील प्रमाणे मुदतवाढ मंजूर करण्यात आली तरी मूळ योजना आदेश क्र.युएलसी/टिए/डब्ल्यू ए एच एस २०/एस आर १३५३, दि. १२/०९/२००३ मधील सर्व अटी व शर्ती कायम राहतील.



आक्षेप -  
जिल्हाधिकारी व सक्षम प्राधिकारी,  
ठाणे नागरी संकुलन, ठाणे.

प्रत माहितीसाठी सविनय सादर  
१ निवड नस्ती



## प्रतिज्ञापत्र / घोषणापत्र

आम्ही..... १) श्री / श्रीमती.....

२) श्री / श्रीमती.....

३) श्री / श्रीमती.....

सत्य प्रतिज्ञेवर कथन करितो की, दस्तेऐवजाची विषयवस्तू लेलीं मिळकत ही यापूर्वी खरेदी/देणान्याने कोठेही विक्री, गहाण, लीज, मुखत्यार, पोटगी वा इतर अन्य प्रकारे कोठेही जोखिमांमध्ये गुंतविलेली नाही. याची नोंदणी कायदा - १९०८ च्या असेणान्या शोध (Search) तरतुदीनुसार खात्री करून घेतलेली आहे. तसेच सदर मिळकत ही खरेदी देणार यांच्याच मालकीची आहे, याबबत सुद्धा अभिलेख पाहून खात्री करून घेतलेली आहे. या मिळकतीबाबत कही वाद उत्पन्न झाल्यास त्याची सर्वस्व बाबदारी माझी/आमचीच राहील याची मी/आम्ही हमी देतो/हमी देतो.

१) *Lanya Bandyopadhyay*

२) *Prashant Kumar*



खरेदी घेणार (Purchaser)



आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT OF INDIA

TANIYA BANERJEE

AMIN KUMAR BANERJEE

12/04/1983

Permanent Account Number  
AKUPB6349K

Signature

14062006

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT OF INDIA

PRASHANT KUMAR TIWARI

BARRISTER TIWARI

19/11/1983

Permanent Account Number  
AECPT3764J

Signature



ट न न - १०  
८६७७/२०११  
७० - ७४



आयकर विभाग  
INCOME TAX DEPARTMENT  
भारत सरकार  
GOVT. OF INDIA


SHARAD KUMAR  
CHANDRA SHEKHAR PD SINGH

19/02/1982

Permanent Account Number  
APIPK6075N

Signature



 Sharad Kumar


आयकर विभाग  
INCOME TAX DEPARTMENT  
भारत सरकार  
GOVT. OF INDIA

MITHLESH KUMAR  
RAMAYAN TIWARY

15/12/1981

Permanent Account Number  
APEPK8360G

Signature



 Mithlesh Kumar



ट.स.न. = १०  
६६७१/२०११  
७१ =



# मूल्यांकन पत्रक बांधीव शहरी क्षेत्र

Wednesday, September 7, 2011  
11:51:51AM

वर्ष 2011  
ठाणे  
विभाग 96-मौजे [गांव] मिरा क्रमांक 5 (मिरा भाईंदर महानगरपालीका)  
विभाग 5/22-क्यू मिरा गावातील सर्व्हे क्रमांक  
Nashik  
सर्व्हे नंबर-37

2009

मूल्य दर तक्त्यानुसार जमिनीचा दर

जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक
00.00	40000.00	51000.00	69000.00	51000.00

क्षेत्र	111.98	बांधकामाचे वर्गीकरण	1-आर सी सी
चा वापर	निवासी सदनिका	उद्वाहन सुविधा	आहे
चा प्रकार	बांधीव	बांधकामाचा दर	
चे वय	0 TO 2 वर्षे	मजला	Ground to 4th Floor

$$\begin{aligned}
 \text{यानुसार मिळकतीचा प्रति मीटर मूल्यदर} &= (\text{वार्षिक मूल्यदर} * \text{घसा-यानुसार नविन दर}) * \text{मजला निहाय घट/वाढ} \\
 &= (40000.00 * 100 / 100) * (100.00 / 100) \\
 &= 40000.00 \\
 \text{मुख्य मिळकतीचे मूल्य} &= \text{घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर} * \text{मिळकतीचे क्षेत्र} \\
 &= 40000.00 * 111.98 \\
 &= 4479200.00
 \end{aligned}$$

अंतिम मूल्य = अंतिम मूल्य दर + तळघराचे मूल्य + पोटमाळ्याचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + लगतच्या गल्लीचे मूल्य + वरील गल्लीचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य

$$= A + B + C + D + E + F + G + H$$

$$= 4,479,200.00 + 0.00 + 0.00 + 0.00 + 0.00 + 0.00 + 0.00 + 0.00$$

$$= 4,479,200.00 /-$$



टन न - 90  
2099  
02 - 00



09/2011

दुय्यम निबंधकः

दस्त गोषवारा भाग-1

टनन10

15:35 pm

सह दु.नि.का-ठाणे 10

दस्त क्र 8671/2011

-03/08

स्त क्रमांक : 8671/2011

स्ताचा प्रकार : करारनामा

क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

1 नाव: तानिया बंजी - -

पत्ता: घर/फ्लॅट नं. - -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं.: -

पेठ/वसाहत: -

शहर/गाव: अंधेरी-मुं

तालुका: -

पिन: -

पॅन नम्बर: -

लिहून घेणार

वय 28

सही

Tanya Banija



2 नाव: प्रशांत कुमार तिवारी - -

पत्ता: घर/फ्लॅट नं.: वरीलप्रमाणे

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं.: -

पेठ/वसाहत: -

शहर/गाव: -

तालुका: -

पिन: -

पॅन नम्बर: -

लिहून घेणार

वय 28

सही

Prashant Kumar Tiwary



3 नाव: मे.जांगीड डेव्हा चे डायरेक्टर श्री पुरुषोत्तम

लिलाराम जांगीड तर्फे कु मु म्हणून स्वप्नील ए घेलाणी

लिहून देणार

वय 38

सही

Shruti Ghelani

पत्ता: घर/फ्लॅट नं.: -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं.: -

पेठ/वसाहत: -

शहर/गाव: ि



सह दुय्यम निबंधक ठाणे-१०





दस्त गोषवारा भाग - 2

टनन10

दस्त क्रमांक (8671/2011)

68168

दस्त क्र. [टनन10-8671-2011] चा गोषवारा  
बाजार मूल्य : 4480000 मोबदला 6892950 भरलेले मुद्रांक शुल्क : 396200

पावती क्र.: 8676 दिनांक: 07/09/2011  
पावतीचे वर्णन  
नांव: तानिया बॅनर्जी - -

दस्त हजर केल्याचा दिनांक : 07/09/2011 12:09 PM

निष्पादनाचा दिनांक : 05/09/2011

दस्त हजर करणा-याची सही :

*Tanya Banerjee*

30000 : नोंदणी फी  
1480 : नक्कल (अ. 11(1)), पृष्ठांकाची  
नक्कल (अ. 11(2)),  
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->  
एकत्रित फी

31480: एकूण

दस्ताचा प्रकार : 25) करारनामा

शिवका क्र. 1 ची वेळ : (सादरीकरण) 07/09/2011 12:09 PM

शिवका क्र. 2 ची वेळ : (फी) 07/09/2011 12:13 PM

शिवका क्र. 3 ची वेळ : (कबुली) 07/09/2011 12:14 PM

शिवका क्र. 4 ची वेळ : (ओळख) 07/09/2011 12:15 PM

दस्त नोंद केल्याचा दिनांक : 07/09/2011 12:15 PM

द. निबंधकाची सही सह दुय्यम निबंधक ठाणे-१०

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तएवज करून देणा-यांना व्यक्तीशः ओळखतात,  
व त्यांची ओळख पटवितात.

1) शरद कुमार - - घर/फ्लॅट नं. -

गल्ली/रस्ता: - *Sharad Kumar*

ईमारतीचे नाव:

ईमारत नं. -

पेट/वसाहत: -

शहर/गाव: मिरारोड

तालुका: -

पिन: -

2) मिथलेश कुमार - - घर/फ्लॅट नं. बरीलप्रमाणे

गल्ली/रस्ता: - *Mithlesh Kumar*

ईमारतीचे नाव:

ईमारत नं. -

पेट/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -



प्रमाणित करण्यात येते की  
या दस्तास एकूण 68168 पाने आहेत.

सह दुय्यम निबंधक ठाणे-१०



द. निबंधकाची सही सह दुय्यम निबंधक ठाणे-१०



पुरतक क्रमांक

68168

क्रमांकावर नोंदला

सह. दुय्यम निबंधक, ठाणे-१०

तारीख ०७ माहे ०९ सन २०११



Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 20

BETWEEN



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AND

Shri / Smt. / M/s. MRS. TANIYA BANERJEE

MR. PRASHANT KUMAR TIWARI

Address C/301, 220 KY VERSOVA RECEIVING  
STATION, RELIANCE ENERGY, SWAMI

SAMARTH NAGAR, BACK ROAD LOKHANDWALA  
ANDHERI (W), MUMBAI-53.

Office : 9619262321

Resi. : 9324049065

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